



CLEVELAND HEIGHTS

Council Committee of the Whole

Monday, October 3, 2022

6:00 p.m.

City Hall – Executive Conference Room

Agenda

1. Legislative Review/Caucus
2. MOU with Administration
3. Clerk of Council presentation: Software options and recommendation
4. Assignments
5. Executive Session
 - a. *To consider the appointment of a public official(s)*
 - b. *To consider the terms of sale or lease of City-owned real or personal property*



CLEVELAND HEIGHTS

AGENDA (tentative) - CLEVELAND HEIGHTS CITY COUNCIL MEETING

Monday, October 3, 2022

Regular Meeting

7:30 p.m.

**Cleveland Heights City Hall
Council Chambers
40 Severance Cir
Cleveland Heights, Ohio**

- 1) Meeting called to order by Council President**
- 2) Roll Call of Council Members**
- 3) Excuse absent members**
- 4) Approval of the minutes from previous meeting(s): August 8, 2022, August 15, 2022, August 22, 2022**
- 5) Communications from the Mayor**
- 6) Report of the Clerk of Council**

Notify Council that one notice has been received from the Ohio Division of Liquor Control advising that applications have been made by the following:

- Playa Inc. dba Social Room, 2261-63 Lee Rd. Cleveland Heights, OH 44118 for a stock transfer of a D1/D2/D3/D3A/D6 permit.

Matter of Record

Referred to: The Mayor, Chief of Police, and the Director of Law

- 7) Public Comment – Agenda Items Only**

(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. Council President reserves the right to reduce time limit based on the volume of business on the agenda. Comments unrelated to the agenda may be made after Committee Reports)

8) LEGISLATION

Note: The title for each piece of legislation contains a parenthetical reference to the Council Committee within which the subject matter of the legislation falls. Council Committees are abbreviated as follows: (AS)-Administrative Services; (COTW)-Committee of the Whole; (CRR)-Community Relations and Recreation; (F)-Finance; (HB)-Housing and Building; (MSES)-Municipal Services; (PD)-Planning and Development; (PSH)-Public Safety and Health. See Resolution 97-2022 for a list of Council Committee subject matter areas.

a. First Readings – Consideration of Adoption Requested

ORDINANCE NO. 143-2022 (F): *First Reading*. An Ordinance to amend certain subparagraphs of Ordinance No. 139-2021 (F), relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2022 and declaring the necessity that this legislation become immediately effective as an emergency measure.

Motion to Adopt/Second: _____ / _____

Vote: _____
For _____ Against _____ No. Reading _____

RESOLUTION NO. 144-2022 (CRR): *First Reading*. A Resolution declaring November 26, 2022, “Small Business Saturday;” and declaring the necessity that this legislation become immediately effective as an emergency measure.

Motion to Adopt/Second: _____ / _____

Vote: _____
For _____ Against _____ No. Reading _____

RESOLUTION NO. 145-2022 (PD): *First Reading*. A Resolution authorizing the Mayor to submit a joint application with the Cities of University Heights and South Euclid to the Northeast Ohio Area Wide Coordinating Agency (NOACA) for a grant under the Transportation for Livable Communities Initiative (TLCI) Implementation Grant Program to fund the Heights Regional Neighborhood Greenway Project/Initiative; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Motion to Adopt/Second: _____ / _____

Vote: _____
For _____ Against _____ No. Reading _____

RESOLUTION NO. 146-2022 (PD): *First Reading*. A Resolution supporting and authorizing the Mayor to submit an application to the Cuyahoga County Planning Commission for a grant under the Community Planning Grant program to fund the Creation of a Template for Neighborhood Planning in Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Motion to Adopt/Second: _____ / _____

Vote: _____
For _____ Against _____ No. Reading _____

RESOLUTION NO. 147-2022 (PD): *First Reading*. A Resolution declaring October 2022 National Community Planning Month; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Motion to Adopt/Second: _____ / _____

Vote: _____
For _____ Against _____ No. Reading _____

b. First Reading Only

ORDINANCE NO. 148-2022 (PD): *First Reading*. An Ordinance declaring certain improvements to real property located in the City of Cleveland Heights, Ohio to be a public purpose; declaring such improvements to be exempt from real property taxation; making provision for the collection of service payment in lieu of taxes; establishing an urban redevelopment tax increment equivalent fund for the deposit of such service payments; authorizing a compensation agreement with the Cleveland Heights-University Heights School District; providing related authorizations pursuant to Ohio Revised Code

Sections 5709.41, 5709.42, and 5709.43, and declaring the necessity that this legislation become immediately effective as an emergency measure.

ORDINANCE NO. 149-2022 (F): *First Reading*. An Ordinance authorizing the transfer of real property located at 3607 Randolph Road to Future Heights, Inc., for rehabilitation and resale; declaring the property no longer needed for a public purpose; and declaring the necessity that this legislation become immediately effective as an emergency measure.

ORDINANCE NO. 150-2022 (F): *First Reading*. An Ordinance authorizing the transfer of real property located at 2124 Rossmoor Road to Future Heights, Inc., for rehabilitation and resale; declaring the property no longer needed for a public purpose; and declaring the necessity that this legislation become immediately effective as an emergency measure.

ORDINANCE NO. 151-2022 (F): *First Reading*. An Ordinance authorizing the transfer of real property located at 901 Englewood Road to Future Heights, Inc., for rehabilitation and resale; declaring the property no longer needed for a public purpose; and declaring the necessity that this legislation become immediately effective as an emergency measure.

RESOLUTION NO. 152-2022 (F): *First Reading*. A Resolution approving the Mayor's appointment of Andrew Unetic as the Director of Finance, commencing October 24, 2022; and declaring the necessity that this legislation become immediately effective as an emergency measure

RESOLUTION NO. 153-2022: (PSH) *First Reading*. A Resolution adopting the 2022-2027 update of the *Cuyahoga County All-Hazards Mitigation Plan for Cuyahoga County* ("AHMP"); and declaring the necessity that this legislation become immediately effective as an emergency measure.

ORDINANCE NO. 154-2022 (MSES): *First Reading*. An Ordinance amending Section 303.08 "Impounding of Vehicles" of the Codified Ordinances of the City of Cleveland Heights so that the Ordinance will be consistent with current State and Local Law; and declaring the necessity that this legislation become immediately effective as an emergency measure.

c. **Second Readings**

RESOLUTION NO. 138-2022 (PSH): *Second Reading*. A Resolution authorizing the Mayor to enter into an agreement with All City Management Services, Inc. for crossing guard services; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Motion to Adopt/Second: _____ /_____

Vote: _____
For _____ Against _____ No. Reading _____

d. **Fourth Readings**

ORDINANCE NO. 78-2021 (PSH) *Fourth Reading*. An Ordinance enacting and adopting Chapter 522 “Lead Hazards,” of Part Five, General Offenses Code, of the Codified Ordinances of the City of Cleveland Heights; repealing Chapter 1347, “Certificate of Occupancy,” of Part Thirteen, Building Code, of the Codified ordinances of the City of Cleveland Heights, and adopting a replacement Chapter 1347, “Certificate of Occupancy,” and amending Section 1345.99, “Penalty,” of Chapter 1345, “Enforcement and Penalty,” of Part Thirteen, Building Code, of the Codified Ordinances of the City of Cleveland Heights.

9) **Committee Reports**

- a) Planning and Development Committee
- b) Public Safety and Health Committee
- c) Administrative Services Committee
- d) Community Relations and Recreation Committee
- e) Finance Committee
- f) Housing and Building Committee
- g) Municipal Services and Environmental Sustainability Committee
- h) Committee of the Whole

10) Public Comment - General

(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. Council President reserves the right to reduce time limit based on the volume of business on the agenda.)

11) Old Business

12) New Business

13) Council Member Comments

(Note: A 3-minute time limit applies. Council President reserves the right to reduce time limit based on the volume of business on the agenda.)

14) Council President's Report

15) Adjournment

NEXT MEETING OF COUNCIL: MONDAY, OCTOBER 17, 2022



Monday, August 8, 2022 Minutes

SPECIAL CITY COUNCIL MEETING

6:30 p.m. - 7:17 p.m.

President Hart presiding

Roll Call: Present: Mattox, Cuda, Moore, Hart, Larson, Cobb
 Absent: Russell

***MOTION** to go into Executive Session to consider the terms of a sale or lease of City-owned real property.

Moved by Vice President Cobb, Seconded by Councilman Cuda

Roll Call: Ayes: Mattox, Cuda, Moore, Hart, Larson, Cobb
 Nays: None

Motion Passed

LEGISLATION

First Readings

a. First Readings - Consideration of Adoption Requested

RESOLUTION NO. 111-2022 (F), First Reading. A Resolution declaring the necessity of implementing a public services plan for the Cedar Fairmount Special Improvement District, Inc.; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Motion to Adopt by Council President Hart, Seconded by Vice President Cobb

Roll Call: Ayes: Cuda, Moore, Hart, Larson, Cobb, Mattox
 Nays: None

Legislation Passed

RESOLUTION NO. 112-2022 (PSH), *First Reading*. A Resolution authorizing an agreement with Horton Emergency Vehicles for the purchase of a remounted ambulance for the Fire Department through the Ohio Department of Administrative Services Cooperative Purchasing Program; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Motion to Adopt by Councilor Larson, Seconded by Councilor Moore

Roll Call: Ayes: Hart, Larson, Mattox, Moore, Cuda
 Nays: None

Legislation Passed

Councilor Larson wanted to let Council know that the Mayor advised her that the funds for this are coming out of the ambulance fund and they have already been budgeted.

b. First Reading Only

ORDINANCE NO. 113-2022 (F), *First Reading*. An ordinance to amend certain subparagraphs of Ordinance No. 139-2021 (F), relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2022 and declaring the necessity that this legislation become immediately effective as an emergency measure.

Legislation Introduced

NEXT MEETING OF COUNCIL: MONDAY, AUGUST 15, 2022

Respectfully submitted,

Melody Joy Hart
President of Council

Addie Balester
Clerk of Council



CLEVELAND HEIGHTS

Monday, August 15, 2022 Minutes

CITY COUNCIL MEETING

7:30pm-8:59pm

President Hart Presiding

Roll Call: Present: Mattox, Moore, Russell, Cobb, Cuda, Larson, Hart
Absent: None

Also Present: Mayor Seren, Director Hanna

COMMUNICATIONS FROM THE MAYOR:

Wants to discuss communication between residents and the administration. Using an example of an issue that has been on the mind of many residents recently. There have been many instances recently regarding graffiti along South Taylor. He wants to remind people of the most effective way to report criminal mischief. You can either go directly to celvelandheights.gov or google City of Cleveland Heights, and on our website, you can go to the “How Do I” page you can go to the “Report” section to report “Graffiti.” If it is on your private property, you can report to the police non-emergency line (216.321.1234). If it is on city property, you can call public works at 216.291.7300 or you can use the “Access Cleveland Heights” app or on the web, the Access Cleveland Heights webpage. You can report an issue directly on that website (you can use an interactive map to report location, and add a description and/or photo). There has been some misconception, the City of Cleveland Heights does take this type of crime seriously. The police division made two arrests for exactly this type of violation within the last week. He wants to caution the public, as some of the tenor of these discussions online (social media) is speculative in a way that is concerning. This graffiti has been classified or referred to as “gang tags” and he wants the community to know that we take gang activity very seriously but also take evidence seriously. The police have found no evidence that any of the graffiti being referenced online has been found to be gang related. He wants to make sure people are speaking about it appropriately with evidence in mind when classifying things as such. Please report to the police department (non-emergency) or to the city directly online.

PUBLIC COMMENT (AGENDA ITEMS ONLY):

Karin Lash: She wants to put some things on the record and to inform some citizens of things that have been transpiring. She believes the Mayor has been acting as a dictator, and gives the following examples. He has issued an employee handbook, and employees were required to read and sign it. Following that he sent an email saying employees could not talk to people in other departments, or to Council, creating an uncomfortable environment for employees. This has resulted in council people voting on issues without all the information they need. Another example, she has witnessed council people being rude to each other in both Council of The Whole meetings, and Regular Council meetings and this is embarrassing to citizens. She says Councilman Mattox as chair of the Planning Committee has not held a single meeting yet. Councilman Cuda brought up amendment that will clearly define communications that should and must take place between employees and the city, and the language he is proposing can be found in many well-

run communities near us. Council President Hart, and Vice President Cobb, and Councilman Mattox have all objected. The amendment should wait until a total charter review so as all changes should be made at the wrong time. Wants Council to start working together and being respectful to one another.

Linda Striefsky: Wants to talk about the proposed Charter Amendment. Wants the Amendment to be tabled until the Charter is rewritten. As the new administration settles in and hires staffs etc. there are kinks to be worked out. In looking at the draft of the proposed amendment to the charter, the issue is what is the correct scope for council to be able to make inquiries to department heads and staff and the constraints are too narrow. Council needs to be able to make inquiries, but not just about legislative matters, but also to address constituent concerns. The right of inquiry is not typically understood to be limited to legislative matters, and does not appear to be reasonable or appropriate. She urges council members to be judicious and thoughtful in making inquiries and to respect competing demands on department heads and staff, applies to both inquiries and request that staff/department heads attend council/committee meetings. Wants to thank council members for their work as it isn't an easy job, but would hope that all our elected officials can work together better, and that a charter commission is formed soon.

Audrey Hudak: Cleveland Heights homeowner, and professional with administrative experience. Her daily work is in strategy development and implementation. The problem of who has access to city departments is a process problem not a power problem. Issues like this happen during times of change—like during government change. It is the responsibility and role of the executive branch to create a process for legislative branch to interact with department directors. Processes like these need to be changed over time. It would be inappropriate to set this process in stone in the form of Charter Amendments. She doesn't want the admin team to be overburdened and overworked.

Wes Shaub: We need advocates, and he often feels like he doesn't get responses. No calls are answered or followed up with. He feels patronized and victimized by those he speaks to on the phone at City Hall. We as residents need a way to get help/response from the city. Council is the advocates for citizens, and if they can't intervene on citizens behalf, then residents don't have anywhere to go.

Barbra Sasnowski: Recommends President Hart, and Vice President Cobb, and Councilor Mattox to vote in favor of the Charter Amendment concerning the Council's right to inquiry. This legislation allows Council to be prepared for meetings and receive the communication from citizens. She understands that part of the opposition to this is doing a city Charter Amendment piece-meal as opposed to all at once, but she thinks something needs to be done sooner rather than later.

Rachel Debolia: She expects Council to figure out how to communicate and treat each other with respect. Doesn't think we need to have a charter amendment right now in order to do that. We have a lot of pressing issues in this city that need to be addressed immediately, specifically regarding housing/development. Wants to focus on the issues at hand, and make the communications work.

Harriet Applegate: Here to speak regarding charter amendment. This is not in keeping with how we want the city to run. The citizens voted for a strong mayoral system. For far too many years the buck was passed from council to the city manager, now that we have fixed the problem, she thinks council wants to go back to the weak executive form. Council shouldn't have unlimited access to the administration, which deprives the executive branch of its power to be the administrative arm of the city. Another reason people voted for this type of government is that we wanted an administration that could get things done quickly. Overly taxes a skeleton staff that is already overworked. Housing has been the No. 1 concern, and voters expected legislation on those issues to be passed immediately, but no such legislation has been passed.

Urges the Mayor and Council to work cooperatively together, and supports the approach to work with mayor/administration to find a way to communicate between the branches.

Sue Dean Dyke: She is not in favor of the Charter Amendment. She doesn't know if she would like to be required to speak to Council on a regular basis if she worked here. She feels like it is really important for the people who work here to feel comfortable coming into their jobs every day. Developers don't want to come to Cleveland Heights and she doesn't want that to be the same for employees and people who want to come work here. Reporting lines need to be extremely explicit. She thinks the amendment is trying to legislate relationships, and that is not a good place to be spending our time now. We need to stop fighting and figure something out.

LEGISLATION

First Readings

a. First Readings-Consideration of Adoption Requested

ORDINANCE 114-2022: First Reading. An Ordinance to amend certain subparagraphs of Ordinance No. 139-2021 (F), relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2022 and declaring the necessity that this legislation become immediately effective as an emergency measure.

Motion to Adopt by President Hart, Seconded by Vice President Cobb

Roll call: Ayes: Hart, Larson, Mattox, Moore, Russell, Cobb, Cuda
 Nays: None

Legislation Passed

RESOLUTION 115-2022: First Reading. A Resolution appointing an Assessment Equalization Board to hear objections relative to the estimated assessments for public services plans for the Cedar Fairmount Special Improvement District and declaring the necessity that this legislation become immediately effective as an emergency measure.

Motion to Adopt by President Hart, Seconded by Councilor Larson

Roll call: Ayes: Hart, Larson, Mattox, Moore, Russell, Cobb Cuda
 Nays: None

Legislation Passed

b. Second Readings

ORDINANCE 108-2022 (AS): Second Reading. An Ordinance providing for the submission to the electors of the City of Cleveland Heights of a proposed amendment to the Charter of the City of Cleveland Heights for placement on the November 8, 2022 ballot, and declaring the necessity that this ordinance become immediately effective as an emergency measure.

Motion to Adopt by Councilman Cuda, Seconded by Councilor Larson

Roll call: Ayes: Cuda, Moore, Larson, Russell
 Nays: Hart, Cobb, Mattox

Legislation Failed 4-3*

*Legislation to place a Council-proposed Charter amendment on the ballot for consideration by the City's electors requires the affirmative vote of five members of Council

Discussion:

Councilman Cuda says that this first came up on May 16, 2022 and Council seems to agree timely access to information is essential for Council to make informed legislative decisions. This is not about legislating personalities or getting along, it is about Council's ability to do their job. There are numerous concerns about the flow of information from this administration to council. Most cities have the same right to inquiry found in the Charter Amendment that is being proposed. Council did their homework and came up with a solution that will not only work for this government but will create a separation of power and set of checks and balances essential to the success of future governments. To truly have co-equal branches of government, both branches must feel equally empowered to do their job. Council's power should come from the Charter, not from the administration.

Councilor Moore says Council needs information to do its job. Council cannot legislate in a vacuum of information. She would not support passing a Charter Amendment if this was a temporary problem. But this has been an ongoing problem and the Charter Amendment could prevent possible problems in the future. She supports the amendment in order for Council to legislate responsibly and knowledgeably. Council needs to know what is going on so that they can be advocates for their constituents. This is about what is good governance and what fundamental needs Council has.

Councilor Larson says this has been a difficult issue to make a decision on. She is in support of this amendment. We need access to information to do our jobs as the citizens of Cleveland Heights deserve, while also respecting staff's time. We need access to information in order to avoid redundancy and to respond to all the requests we receive from the public. Whatever happens with this vote, a Charter Review Commission needs to be established asap.

Councilman Mattox is opposed to this amendment as Council has already asked voters to do a Charter Amendment and it was not as thorough or thought out as it should have been. Council started making changes before we really looked at the charter. Council needs a Charter Review Commission that will take a thorough review of all of the processes currently in place which will also stop us (Council) from making decisions that appear to be purely political. An outside perspective is needed to look at the processes to make sure Council isn't making changes to the Charter as an emotional response. This legislation is not clear enough (the who, what, how etc.). Doing a charter change piece-meal is dangerous and he wants a comprehensive review of the charter.

Councilwoman Russell is for the Charter Amendment because she wants transparency. She doesn't want access to staff to tell them what to do, she is concerned about staff as she is a labor leader. But as legislators Council cannot create legislation if we don't know what we are creating

or what the purpose is. As the Parks and Recreation chair, she needs to be able to talk to the director to find out what is going on in the Department and see if there are changes that need to be made, what they need etc. It is dangerous when we don't have a check and balance government.

Vice President Cobb opposed making the change from City Manager to Mayor but the community voted to make our government a mayoral one. Now there are some people that are unhappy with that decision. We are currently experiencing growing pains as to be expected. It is up to us to work out any differences between Council and the Administration without relying on a Charter Amendment to do so. He sat on the previous Charter Commission that took 14 months to review and make recommendations, however, nothing has come of those recommendations. He believes we need to be patient and that the collaborative process that we all hope for will come to fruition shortly. It is a work in process and we will get there.

President Hart, agrees with colleagues that they need information, also agrees that they are in transition, but disagrees with the method to get there, via a Charter Amendment. A full blow Charter Review is how we should amend the Charter. This is a process issue not a charter issue. Diplomacy is more appropriate. Working toward an agreement with the Mayor about how Council and the administration will work together and communicate information. With an agreement, we can test and tweak it if we need to, and then as we hone in on what works, then we can legislate.

ORDINANCE 109-2022: Second reading. An Ordinance authorizing the Mayor to execute an agreement for the purchase of certain real property located at 13234-13238 Cedar Road; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Motion to Adopt by Councilman Mattox, Seconded by Councilor Moore

Roll call: Ayes: Hart, Larson, Mattox, Moore, Russell, Cobb, Cuda
 Nays: None

Legislation Passed

Discussion:

Councilman Cuda is for this, but wants to say that this is an example of what he means by how information is provided to Council and the process behind it needs to be figured out. He doesn't want to be asked to pass legislation like this until we know what it is they are passing and we have the information we need.

RESOLUTION NO. 110-2022 (F): Second Reading. A Resolution authorizing the Mayor to enter into an agreement with Link Computer Corporation for software licenses and support for utility billings; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Motion to Adopt by President Hart, seconded by Councilor Larson

Roll Call: Ayes: Hart, Larson, Mattox, Moore, Russell, Cobb, Cuda
 Nays: None

Legislation Passed

ORDINANCE NO. 113-2022 (F): Second Reading. An ordinance to amend certain subparagraphs of Ordinance No. 139-2021 (F), relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2022 and declaring the necessity that this legislation become immediately effective as an emergency measure.

Motion to Adopt by President Hart, Seconded by Councilor Moore

Roll call: Ayes: Hart, Larson, Mattox, Moore, Russell, Cobb, Cuda
 Nays: None

Legislation Passed

c. **Consent Agenda**

RESOLUTION NO. 116-2022 (MS): First Reading. A Resolution proclaiming September 2022, *National Preparedness Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

RESOLUTION NO. 117-2022 (CRR): First Reading. A Resolution joining communities throughout the nation in proclaiming September 2022, *Prostate cancer Awareness Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

RESOLUTION NO. 118-2022 (CRR): First Reading. A Resolution proclaiming September 9 – 18, 2022, *Welcoming Week*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

***MOTION** to suspend the rules.

Moved by Councilor Moore, Seconded by Councilman Cuda

Roll Call: Ayes: Hart, Larson, Mattox, Moore, Russell, Cobb, Cuda
 Nays: None

Motion Passed

Motion to Adopt by Vice President Cobb, Seconded by Councilor Larson

Roll Call: Ayes: Hart, Larson, Mattox, Moore, Russell, Cobb, Cuda
 Nays: None

Legislation Passed

COMMITTEE REPORTS

1) Public Safety and Health Committee (Councilor Larson)

- a. The Mayor, Law Department, Committee Members and the Cuyahoga County Board of Health, agreed to move forward with Lead Safe Certification Legislation. A lot of work has been done on this legislation, and thanks go out to everybody involved. Plan is to move forward with a second reading asap, and hold a public hearing that will give everybody an opportunity to speak, and then a third reading after that.

- b. Councilor Larson moves to approve the following as new members of the RJTF: Gianna Davis, Cassandra Spates-Harden, Litta Gonzales, Franchesca Jones, Erma Summerville, Marquitta Stevenson, Chiquita MacArthur, and Andrea Freidman. Seconded by Councilwoman Russell

Roll call: Ayes: Hart, Larson, Mattox, Moore, Russell, Cobb, Cuda
 Nays: None

- 2) Administrative Services Committee (Vice President Cobb)
 - a. Meeting on August 29, 2022
- 3) Community Relations and Recreation Committee (Councilwoman Russell)
 - a. Part 2 meeting on August 8, 2022 to wrap up things from the August 1, 2022 meeting.
- 4) Finance Committee (President Hart)
 - a. Special COTW meeting to draft budget
- 5) Housing and Building Committee (Councilman Cuda)
 - a. Meeting Tuesday, September 6 at 4:30pm. Inviting Mayor and Housing Director
- 6) Municipal Services Committee (Councilor Moore)
 - a. Meeting held August 15, 2022. Heard about new utility billing software. Discussed legislation establishing a tree commission, concluded not appropriate at this time because Committees are trying to figure out how they function in this form of government. Tree management plan will be discussed moving forward. Discussed possible legislation that would ban the idling of specific internal combustion engines (ICE) from idling for a specific amount of time. Will research this matter further. Also discussed possible legislation requiring multi-unit residential building for source separated single stream recycling (city does not supply recycling services for multi-unit buildings).
- 7) Planning and Development Committee (Councilman Mattox)
 - a. Wants to address a comment that was made during public comments that was inaccurate. There has been a planning and development meeting discussing the Taylor-Tudor project. This committee would not be meeting every month, but most likely on a quarterly basis. There have been 4 black men in 100 years in Cleveland Heights that have been elected. As a public official he understands his name will be mentioned, but he wants to make sure that what information is stated is correct and accurate.
- 8) Committee of the Whole

PUBLIC COMMENT-GENERAL

Ruby Lyde: Saw division in a meeting she attended, and disrespectful behavior. Moving forward we have to have communication and respect. Urges council to take a look at the Zoom meeting at their facial expressions and body language to see what she is talking about.

OLD BUSINESS

NEW BUSINESS

COUNCIL MEMBER COMMENTS

- Councilor Larson: No further comment
- Councilman Cuda: Wants everybody to know Vice President Cobb is coming over to his house for a BBQ even though they disagree with many things (policy wise). Strong Mayor, required a strong council. He appreciates doing hard work for this city
- Vice President Cobb: No further comment
- Councilwoman Russell: Wants to thank the residents for coming to Council meeting and being here to support us and to make sure we stay on track. She feels she is responsible to the people; she is a legislator but also a public servant.
- Councilor Moore: Thanked Reverend Jimmy Hicks who hosted councilmembers at one of Start Rights newly refurbished homes and to look at the work they had done. Brought her children, and she can attest that the home is “childproof.” Schools starting up soon, and there are a lot of volunteering opportunities coming up. If you are interested you can go to Reaching Heights website to sign up to volunteer.
- Councilman Mattox: Next public ARPA meeting is August 24, at 6:30pm at Monticello middle school. Have over 500 survey results across the city. You will continue to see door hangers and hear people coming around knocking on doors. Go to www.clevelandheights.gov, at the top of the website there is a pop up to fill out the survey.

COUNCIL PRESIDENT'S REPORT

- Thanks everybody for coming. Wants to know citizens who came are heard regarding council being respectful of one another and trusts that Council will all make their best attempts to do better.

ADJORNMENT

NEXT MEETING OF COUNCIL: TUESDAY, SEPTEMBER 6, 2022

Respectfully submitted,

Melody Joy Hart
President of Council

Addie Balester
Clerk of Council



CLEVELAND HEIGHTS

Monday, August 22, 2022

SPECIAL CITY COUNCIL MEETING

9:50a.m.-10:02p.m.

President Hart Presiding

Roll Call: Present: Mattox, Moore, Hart, Cobb, Cuda, Larson, Russell (late)

Also Present: Law Director Hanna

APPOINTMENT OF A PUBLIC OFFICIAL

Nuisance Abatement Review Board

- President Hart appoints Councilman Cuda to the Nuisance Abatement Review Board

LEGISLATION

First Readings

a. *First Reading – Consideration of Adoption Requested*

RESOLUTION NO. 119-2022 (AS), First Reading. A Resolution appointing Addie Balester as Clerk of Council and declaring the necessity that this legislation become immediately effective as an emergency measure.

*Discussion: Director Hanna indicates that revised resolution corrects spelling of Addie's name and specifies in section one her starting salary.

Motion to Adopt by Vice President Cobb, Seconded by Councilor Moore

Roll Call: Ayes: Russell, Cuda, Moore, Hart, Larson, Cobb
Nays: Mattox

Legislation Passed

ORDINANCE NO. 120-2022 (AS), *First Reading*. An Ordinance to approve current replacement pages to the Cleveland Heights Codified Ordinances; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Motion to Adopt by Vice President Cobb, Seconded by Councilor Moore.

*Discussion: Councilman Cuda wants to know if there are any changes made beyond “city manager” to “mayor.” Director Hanna says yes, the changes are all contained within Ordinance 153-2021. Changes approved by Council since the beginning of 2021 through June of 2022. This is a list of all of the changes that council has made during that time to modify codified ordinances. Cuda wants to see a before and after of the ordinances that go beyond changing terminology. Director Hanna clarifies that this is a technical matter, that this is just to acknowledge that Council has voted on these changes, and approved these changes, and that what Council is voting on now is to codify these changes.

Motion to Adopt by Vice President Cobb, Seconded by Councilor Moore

Roll Call: Ayes: Mattox, Moore, Russell, Hart, Cobb, Cuda, Larson
 Nayes: None

Legislation Passed

b. First Reading Only

ORDINANCE NO. 121-2022 (AS), *First Reading*. An Ordinance giving final approval of the compensation rates and benefits proposed by the tentative labor agreement with the Laborers’ Local 860 Laborers’ International Union of North America (Local 860) for the time period covering April 1, 2022 through March 31, 2025; giving the Mayor the authority to sign said agreement; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

*Councilor Cuda indicates he would like some information regarding medical benefits. Director Hanna says this will be discussed in executive session September 6. Cuda is concerned that if he has questions, that lead to more questions, he won’t be prepared to vote. President Hart says they can do a third reading if necessary.

ADJOURNMENT

ORDINANCE NO. 143-2022 (F)

Proposed: 10/3/2022

ORDINANCE NO. 143-2022 (F) *First Reading*

By Mayor Seren

An Ordinance to amend certain subparagraphs of Ordinance No. 139-2021 (F), relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2022 and declaring the necessity that this legislation become immediately effective as an emergency measure.

BE IT ORDAINED by the Council of the City of Cleveland Heights that:

SECTION 1. Certain subparagraphs of Ordinance No. 139-2021 (F) relating to appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2022 be, and the same hereby are increased, decreased and/or transferred in the amounts set forth in Exhibit 1.

SECTION 2. All expenditures of the City of Cleveland Heights within the fiscal year ending December 31, 2022, shall be made within the appropriations herein provided. "Appropriation" as used herein means the total amount appropriated for the individual fund. Notwithstanding the financial detail herein presented within an individual fund, the Mayor is authorized to transfer budgeted amounts within each fund, so long as the total amount appropriated for each individual fund is not exceeded.

SECTION 3. Notice of the passage of this ordinance shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one paper of general circulation in the City of Cleveland Heights.

SECTION 4. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the ongoing and continuous need to preserve the faith and credit of the City. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

MELODY JOY HART
President of Council

ORDINANCE NO. 143-2022 (F)

ADDIE BALESTER
Clerk of Council

Passed:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor

ORDINANCE NO. 143-2022 (F)

Exhibit 1

Fund	Department	Object	Reason	Requested			Net Effect to Budget
				Approved Budget	Change	Revised Budget	
101 - General	2101 - Mayor	Personal Services	Transfer for fuel, materials, tools, supplies, tires, oil/grease and natural gas.	686,067.04	(29,738.80)	656,328.24	Zero - Budget is being transferred.
	2501 - Community Relations	Personal Services	Transfer for fuel, materials, tools, supplies, tires, oil/grease and natural gas.	59,103.50	(59,103.50)	0.00	Zero - Budget is being transferred.
	3101 - Finance	Personal Services	Transfer for fuel, materials, tools, supplies, tires, oil/grease and natural gas.	455,695.79	(12,184.70)	443,511.09	Zero - Budget is being transferred.
	6207 - Vehicle Maintenance	O.T.P.S.	Transfer for tools, materials and supplies.	1,198,429.00	3,500.00	1,201,929.00	Zero - Budget is being transferred.
			Transfer for fuel, materials, tools, supplies, tires, oil/grease and natural gas.	1,198,429.00	101,027.00	1,299,456.00	Zero - Budget is being transferred.
		Capital	Transfer for tools, materials and supplies.	21,891.00	(3,500.00)	18,391.00	Zero - Budget is being transferred.
	6211 - Traffic Signs & Signals	O.T.P.S.	Increase for signal repair which is offset by an insurance payment.	135,015.00	17,983.10	152,998.10	Zero - Revenue will cover the cost.
602 - Sewerage Disposal	6205 - Sewer Maintenance	Personal Services	Transfer for tools, materials and supplies.	1,472,359.00	(15,000.00)	1,457,359.00	Zero - Budget is being transferred.
		O.T.P.S.	Transfer for tools, materials and supplies.	794,050.00	15,000.00	809,050.00	Zero - Budget is being transferred.
			Transfer for Cuyahoga County special assessment fees.	794,050.00	(277.14)	793,772.86	Zero - Budget is being transferred.
	6301 - Water Admin	O.T.P.S.	Transfer for Cuyahoga County special assessment fees.	7,300.00	277.14	7,577.14	Zero - Budget is being transferred.
606 - ALS Ambulance Services	7304 - ALS Ambulance Services	O.T.P.S.	Transfer for fuel.	277,000.42	20,000.00	297,000.42	Zero - Budget is being transferred.
		Capital	Transfer for fuel.	626,929.58	(20,000.00)	606,929.58	Zero - Budget is being transferred.
Total				5,733,840.33	17,983.10	5,751,823.43	

Current General Fund Unbudgeted Revenue	-276,623.28
Changes to the General Fund	0.00
Total	-276,623.28

Proposed: 10/03/22

RESOLUTION NO. 144-2022 (CRR), *First Reading*

By Mayor Seren

A Resolution declaring November 26, 2022, “Small Business Saturday;” and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights celebrates our local small businesses and the vital contributions they make to our local economy and community; and

WHEREAS, small businesses provide more than 47% of private sector jobs in the United States; and

WHEREAS, the City of Cleveland Heights supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

WHEREAS, the health of Cleveland Heights’ small businesses depends on the support of the community; and

WHEREAS, public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday; and

WHEREAS, the Cleveland Heights City Council invites residents and visitors to shop in our business districts on November 26, 2022, in honor of Small Business Saturday.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council does hereby proclaim November 26, 2022, as “Small Business Saturday,” and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and through the year.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to timely recognize Small Business Saturday in support of small businesses within the City. Wherefore, provided it received the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take

RESOLUTION NO. 144-2022 (CRR)

effect and be in force from and after the earliest time allowed by law.

MELODY JOY HART
President of the Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to the Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 10/03/2022

RESOLUTION NO. 145-2022 (PD), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to submit a joint application with the Cities of University Heights and South Euclid to the Northeast Ohio Area Wide Coordinating Agency (NOACA) for a grant under the Transportation for Livable Communities Initiative (“TLCI”) Implementation Grant Program to fund the Heights Regional Neighborhood Greenway Project/Initiative; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Cities of Cleveland Heights, South Euclid, and University Heights (the “Cities”) recognize the shared challenges to transportation, access, and mobility within the region; and

WHEREAS, the Cities have determined to work collaboratively to meet those challenges through shared planning; and

WHEREAS, the Cities further have determined to work collaboratively to implement recommendations of the Eastside Greenway Study within their communities; and

WHEREAS, the Cities further have determined to supplement the East Side Greenway Study’s recommendations with newer best practices, including bike boulevards; and

WHEREAS, the Cities propose the Heights Regional Neighborhood Greenway Project/Initiative, which would consist of signage, buffered bicycle lanes, and connector pathways (the “Project”); and

WHEREAS, the Cities wish to submit a joint application to the Northeast Ohio Areawide Coordinating Agency (“NOACA”) for funding for the Eastern Suburbs Collaborative Bike Boulevard Project through the Transportation for Livable Communities Initiative (“TLCI”) Implementation Program; and

WHEREAS, the TLCI Implementation Program provides federal funds for projects that integrate transportation and land use planning, increase transportation options, promote livability, and advance the goals of NOACA’s Strategic Plan for northeast Ohio; and

WHEREAS, the TLCI Implementation Program is paid on a reimbursement basis, requiring the applicant to first expend funds (if matched) and then request reimbursement from NOACA; and

WHEREAS, the Cities have determined that the City of South Euclid would act as the Project Sponsor and, therefore, would be designated as the sub-recipient; and

RESOLUTION NO. 145-2022 (PD)

WHEREAS, the City of South Euclid agrees to abide by all federal requirements as a sub-recipient of federal transportation funds, including Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act, and including all applicable federal procurement requirements; and

WHEREAS, the City of South Euclid, as Project Sponsor, agrees to be responsible for managing any and all sub-contracting agencies, organizations, or consultants; and

WHEREAS, the City of South Euclid, as Project Sponsor, agrees to complete the agreed upon scope of services or will forfeit current and future TLCI awards; and

WHEREAS, the City of South Euclid, as Project Sponsor, is authorized to execute a contract with the Ohio Department of Transportation (“ODOT”) and NOACA if selected for the TLCI Program.

WHEREAS, this Council has determined that it would be in the best interest of the City and its residents to submit the proposed joint application.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor be, and is hereby, authorized to submit a joint application on behalf of the City of Cleveland Heights, with the Cities of University Heights and South Euclid, to the Northeast Ohio Areawide Coordinating Agency (“NOACA”), with the City of South Euclid acting as the Project Sponsor and designated recipient of USDOT funds, for the TLCI Implementation Program.

SECTION 2. Notice of passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet the application deadline. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

MELODY JOY HART
President of the Council

ADDIE BALESTER
Clerk of Council

RESOLUTION NO. 145-2022 (PD)

PASSED:

Presented to Mayor: _____ Approved by Mayor: _____

KAHLIL SEREN
Mayor



MEMORANDUM

To: Mayor Seren

cc: William Hanna, Law Director

From: Eric Zamft, Director of Planning & Development

Date: September 22, 2022

Subject: Resolution supporting and authorizing the Mayor to submit an application with the Cities of University Heights and South Euclid to the Northeast Ohio Area Wide Coordinating Agency (NOACA) for a grant under the Transportation for Livable Communities Initiative (TLCI) Implementation Grant Program to fund the Heights Regional Neighborhood Greenway Project/Initiative

The Cities of Cleveland Heights, South Euclid, and University Heights have been working collaboratively to address shared challenges to transportation, access, and mobility within the region, including implementing the recommendations of the Eastside Greenway Study within their communities.

The result of that collaboration is that the Cities propose the Heights Regional Neighborhood Greenway Project/Initiative, which would consist of signage, buffered bicycle lanes, and connector pathways.

The Cities wish to submit a joint application to the Northeast Ohio Areawide Coordinating Agency ("NOACA") for funding for the Project through the Transportation for Livable Communities Initiative ("TLCI") Implementation Program. The Cities have determined that the City of South Euclid would act as the Project Sponsor and lead applicant.

The TLCI application requires a resolution from City Council authorizing the Mayor to submit the joint application with South Euclid and University Heights. Applications are due on October 7, 2022. Therefore, the administration is requesting that Council consider for adoption such resolution upon First Reading, as an emergency.

Proposed: 10/03/2022

RESOLUTION NO. 146 -2022 (PD), *First Reading*

By Mayor Seren

A Resolution supporting and authorizing the Mayor to submit an application to the Cuyahoga County Planning Commission for a grant under the Community Planning Grant program to fund the Creation of a Template for Neighborhood Planning in Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Cuyahoga County Planning Commission (“County Planning”) has a Community Planning Grant Program; and

WHEREAS, the primary goal of the Community Planning Grant Program is to further the mission of County Planning by offering in-kind professional services that can help strengthen local planning and promote best practices by developing and updating tools, strategies, and regulations that improve the environment, economic development, and quality of life for the residents, businesses, and visitors of Cuyahoga County; and

WHEREAS, neighborhood planning has long been a goal and desire within the community and in the Department of Planning & Development; and

WHEREAS, among the eligible activities are neighborhood/Small Area Plans; and

WHEREAS, the City of Cleveland Heights (the “City”) wishes to submit a Community Planning Grant application to County Planning for the creation of a template for Neighborhood Planning in Cleveland Heights; and

WHEREAS, this Council has determined that it would be in the best interest of the City and its residents to submit the proposed application.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. the City fully supports the application to County Planning for a Community Planning Grant to create a template for Neighborhood Planning in Cleveland Heights.

SECTION 2. The Mayor be, and he is hereby, authorized to submit such application.

SECTION 3. Notice of passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

RESOLUTION NO. 146-2022 (PD)

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet the application deadline. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

MELODY JOY HART
President of the Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved by Mayor: _____

KAHLIL SEREN
Mayor



MEMORANDUM

To: Mayor Seren

cc: William Hanna, Law Director

From: Eric Zamft, Director of Planning & Development

Date: September 22, 2022

Subject: Resolution supporting and authorizing the Mayor to submit an application to the Cuyahoga County Planning Commission for a grant under the Community Planning Grant program to fund the Creation of a Template for Neighborhood Planning in Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Cuyahoga County Planning Commission has a Community Planning Grant Program, which was not active in 2021, but has returned in 2022. The primary goal of the Community Planning Grant Program is to further the mission of County Planning by offering in-kind professional services that can help strengthen local planning and promote best practices by developing and updating tools, strategies, and regulations that improve the environment, economic development, and quality of life for the residents, businesses, and visitors of Cuyahoga County.

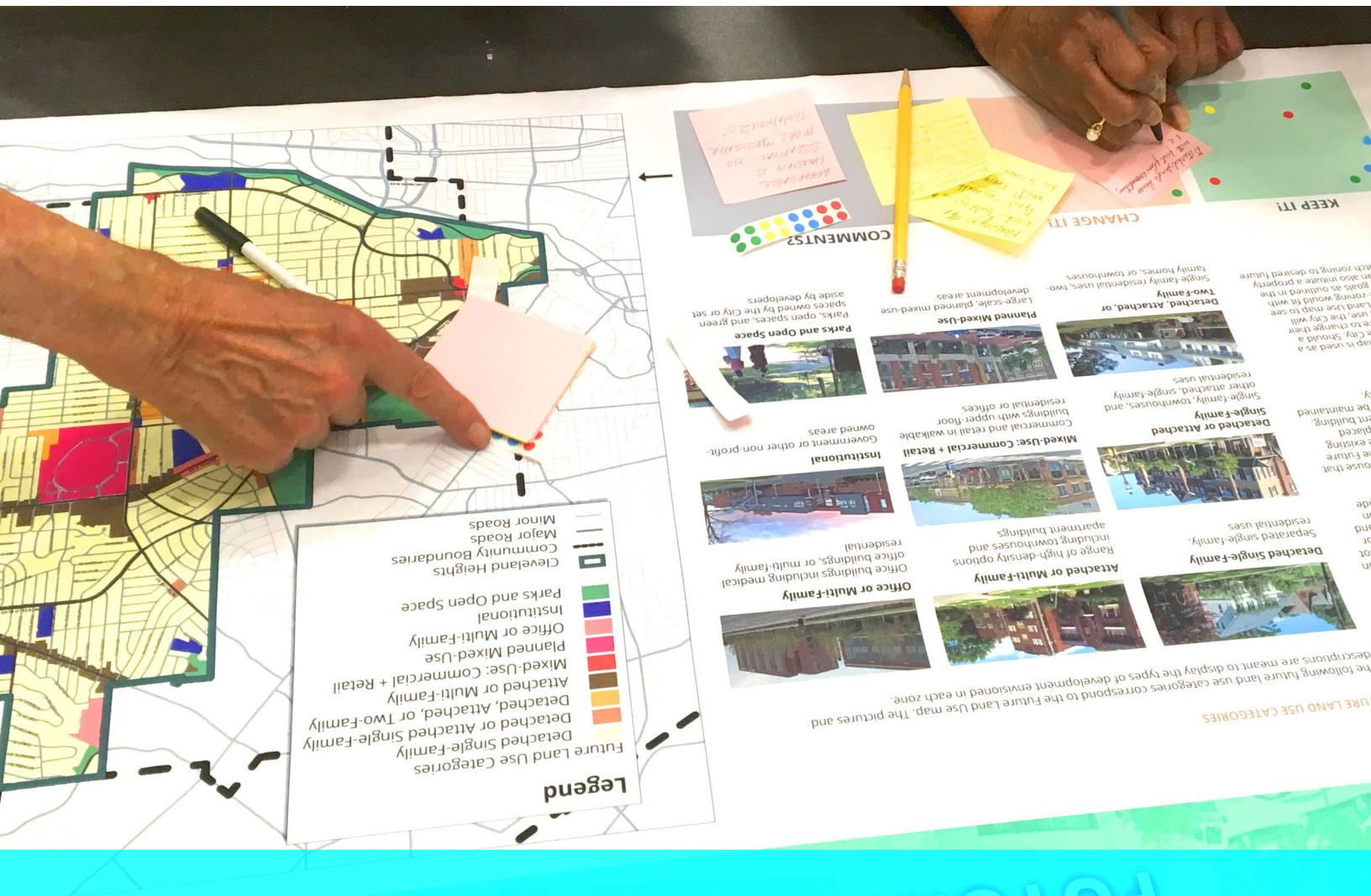
Neighborhood planning has long been a goal and desire within the community and in the Department of Planning & Development. Among the eligible activities is Neighborhood/Small Area Plans.

The administration wishes to submit a Community Planning Grant application to County Planning for the creation of a template for Neighborhood Planning in Cleveland Heights.

While the application does not require a resolution from City Council, it is suggested. Applications are due on October 14, 2022. Therefore, the administration is requesting that Council consider for adoption such resolution upon First Reading, as an emergency.

PROGRAM MANUAL

2022 COMMUNITY PLANNING GRANTS



CUYAHOGA COUNTY PLANNING COMMISSION

2079 East 9th Street
Suite 5-300
Cleveland, OH 44115

 County Planning

PROGRAM MANUAL

2022 COMMUNITY PLANNING GRANTS

REQUEST FOR APPLICATIONS

The Cuyahoga County Planning Commission (County Planning) is soliciting project applications for the 2022 Community Planning Grant Program.

ABOUT COUNTY PLANNING

It is the mission of County Planning to inform and provide services in support of the short and long-term comprehensive planning, quality of life, environment, and economic development of Cuyahoga County and its cities, villages and townships.

County Planning functions as a public sector-based consulting agency with extensive, multi-disciplinary experience in providing professional planning services to local governments, County Departments, and other public agencies. This agency defines and studies issues, articulates visions, builds consensus, and identifies pragmatic implementation strategies to address issues that impact the quality of life of our region, our communities, and our future.

County Planning was established pursuant to Ohio Revised Code (ORC) Section 713.22 and reports to an independent governing body whose Members are appointed by the County Executive and County Council. The County Executive appoints eight (8) members, County Council appoints two (2) members, and the City of Cleveland nominates one (1) member that is then approved by the County Executive. County Planning provides a wide range of professional planning and technical services to its regional partners and the communities of Cuyahoga County. These services include, but are not limited to:

- Master Plans;
- Regional Studies & Plans;
- Corridor Studies;
- Zoning Codes & Maps;
- Community Surveys;
- GIS Mapping & Analyses;
- Data Research & Analysis;
- Economic Development Plans;
- Site Analyses;
- Environmental Reviews;
- Development Plan & Subdivision Review; and,
- Grant Administration

More information about County Planning, the services provided, and examples of current and completed projects can be found on our website at www.countyplanning.us.

GOAL OF THE COMMUNITY PLANNING GRANT PROGRAM

The primary goal of the Community Planning Grant Program is to further the mission of County Planning. Offering our planning services can help strengthen local planning and promote best practices. We help develop and update tools, strategies, and regulations to improve the environment, economic development, and quality of life for the residents, businesses, and visitors of Cuyahoga County. These activities will:

- Identify short-and-long range goals to match community priorities and needs;
- Prepare communities, residents, and businesses for the future development;
- Provide opportunities for community input and engagement; and,
- Give a competitive advantage when communities are applying for grants and funding for project implementation

ELIGIBLE ACTIVITIES

Through the Community Planning Grant Program, County Planning staff will provide planning and technical services to complete various planning, zoning, and related technical projects proposed by Cuyahoga County communities. Historically this program exclusively provided services to develop and update community master plans. Based on feedback from communities and given limited resources for full-scale master plans, County Planning is limiting eligible activities to more targeted planning projects in the 2022 Community Planning Grant Program. Eligible activities include planning and zoning projects focused on targeted geographical areas, corridors or topics, including, but not limited to, the following:

- Corridor studies;
- Neighborhood/Small Area Plans;
- Business District Revitalization Plans;
- Build-out Analyses;
- Data Mapping/Spatial Analyses;
- Target Zoning Code or Chapter Updates
- Updates to Zoning Maps and Development of Online Resources;
- Park and Open Space Planning
- Active Transportation Planning
- Sidewalk Inventories;
- Walkability Analyses; and,
- Community Surveys

The following project types are ineligible and not being considered for funding for the 2022 Community Planning Grant Program:

- Community-wide master plans
- Comprehensive zoning code updates

Many current and past projects completed by County Planning can be found online at www.countyplanning.us/projects/. Interested communities are encouraged to contact Jim Sonnhalter at County Planning at (216) 443-3713 or jsonnhalter@cuyahogacounty.us to discuss any project and its appropriateness for the Community Planning Grant Program prior to applying.

ELIGIBILITY

All 59 communities in Cuyahoga County are eligible to participate, including those that have previously received awards. Cities, villages, and townships must be the primary applicant. Communities are encouraged to partner with local groups, organizations, or other neighboring communities. Only one application can be submitted per eligible community.

AVAILABLE FUNDING

As part of the Community Planning Grant Program, County Planning reserves the right to award funds, in whole or in part, for in-kind professional planning services, personnel costs, and reasonable incidental costs for those projects selected. Based on the recent survey results, 70% of respondents indicated they had an ability to contribute to the cost of their project if selected through this competitive program. In Program Year 2022, County Planning will require communities to pay 20% of the total project, which will be determined once a scope of services is mutually agreed upon. However, County Planning reserves the right to reduce or waive the required contribution for communities that have a significant percentage of their population located in a Cuyahoga County identified Equity Zone. This is part of County Planning's commitment to address historic inequities by providing services at a reduced cost to those areas. See Cuyahoga County Equity Zone Map [here](#). More details will be available to the communities prior to entering into a Memorandum of Understanding (MOU) with County Planning.

SCHEDULE

The PY2022 Community Planning Grant Program schedule is as follows:

- Application materials will be made available on September 15, 2022 on the County Planning website at www.countyplanning.us/2022grants/.
- Deadline for questions is Friday, September 30, 2022.
- Complete applications must be received by County Planning no later than 4:00pm on October 14, 2022.
- Awards will be made on or before December 15, 2022.

EVALUATION CRITERIA

Each application will be evaluated based on the following criteria totaling 100 points:

- Detailed Project Description (20 points);
- Creativity, Innovation and Engagement (20 points);
- Community Need and Support (30 points);
- Project Impact (20 points); and
- Diversity, Equity and Inclusion (DEI) (10 points)

ADDITIONAL CONSIDERATIONS

In preparing an application, please review the following additional considerations:

- This is a competitive grant program and only those applications that are submitted on-time and are complete will be considered.
- Depending on the number of responses to this request for applications and subsequent review, it may be necessary to conduct interviews with the highest-ranking applicants. The information provided in the interviews will be used to re-score the applications using the same evaluation criteria and determine the awardees.
- Upon notice of award, County Planning staff will work with each awardee to develop a mutually agreeable scope and schedule. In this regard, it is expected awardees will be timely in their obligations to submit project agreements, schedule meetings, review documents, respond to questions and requests for information, and other activities.
- Grant recipients will be required to enter into a MOU with County Planning. Failure to execute an MOU with County Planning within 120 days of notice of the award may result in forfeiture of the award for the current program.
- Due to ongoing and ever-changing restrictions resulting from the COVID-19 pandemic, it is expected that all awardees are willing to be flexible in exploring alternative public engagement activities for the project, if restrictions are placed on traditional in-person public meetings and open houses. County Planning can help facilitate virtual meetings as needed throughout the project.
- Utilizing County Planning staff, this program provides in-kind professional planning and technical services to execute awarded activities. In providing such services, County Planning accounts for a limited amount of incidental costs, such as copying and printing costs, as well as mileage reimbursement to staff for meetings and site visits. However, certain activities, if awarded and mutually agreed upon, will result in more significant incidental costs. As an example, if a mailed community survey is requested it has associated printing and postage costs. In such cases, these costs will be paid by the awardee. Such expenses will be identified as part of the project evaluation and discussed with any potential awardee in advance of any award and identified in the execution of any Memorandum of Understanding (MOU).

SUBMISSION INSTRUCTIONS

Applicants must download and use the fillable PDF application document provided at www.countyplanning.us/2022grants/ to complete the application. The application including any supporting materials shall not be longer than twelve (12) pages.

Please submit proposals via email or hardcopy no later than 4:00pm on October 14, 2022 to the following:

Email: planning@cuyahogacounty.us

Hardcopy: Cuyahoga County Planning Commission
ATTN: Community Planning Grant Program
2079 East 9th Street, Suite 5-300
Cleveland, Ohio 44115

QUESTIONS

Deadline for questions is Friday, September 30, 2022. All questions should be submitted to jsonnhalter@cuyahogacounty.us. Before submitting a question, please visit the Community Planning Grant Program website at www.countyplanning.us/2022grants to determine if a response to a similar inquiry has been made. All questions and answers will be posted at the provided link within three (3) business days of receipt.



County Planning

CUYAHOGA COUNTY
PLANNING COMMISSION

Proposed: 10/03/2022

RESOLUTION NO. 147-2022 (PD), *First Reading*

By Mayor Seren

A Resolution declaring October 2022 National Community Planning Month; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and residents who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, the American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council does hereby declare October, 2022 as National Community Planning Month in the City of Cleveland Heights in conjunction with the celebration of National Community Planning Month throughout the country.

SECTION 2. Notice of passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to join with the other communities in this celebration and the need to proclaim National Community Planning Month on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force

RESOLUTION NO. 147-2022 (PD)

immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

MELODY JOY HART
President of the Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved by Mayor: _____

KAHLIL SEREN
Mayor

Proposed: 10/03/2022

ORDINANCE NO. 148-2022 (PD), *First Reading*

By Mayor Seren

An Ordinance declaring certain improvements to real property located in the City of Cleveland Heights, Ohio to be a public purpose; declaring such improvements to be exempt from real property taxation; making provision for the collection of service payments in lieu of taxes; establishing an urban redevelopment tax increment equivalent fund for the deposit of such service payments; authorizing a compensation agreement with the Cleveland Heights-University Heights City School District; providing related authorizations pursuant to Ohio Revised Code Sections 5709.41, 5709.42 and 5709.43, and declaring an emergency.

WHEREAS, the City of Cleveland Heights (the “City”) owns certain parcels of real property known as the Cedar-Lee Meadowbrook parcels consisting of approximately 4.8 acres located between Cedar Road and Meadowbrook Road, as shown on Exhibit A hereto (collectively referred to herein as the “TIF Area,” with the parcels comprising the real property within the TIF Area, as improved, referred to herein as the “Parcels”); and

WHEREAS, Ohio Revised Code (“R.C.”) Section 5709.41 provides that this Council may, under certain circumstances, declare Improvements (as defined in R.C. Section 5709.41) to the Parcels be a public purpose, thereby exempting those Improvements from real property taxation; and

WHEREAS, pursuant to R.C. Section 5709.41, said exemption may not exceed 75% of such Improvements for up to ten (10) years without the approval of the board of education of the city, local or exempted village school district within the territory in which the Parcels are located; and

WHEREAS, the City has entered into a Development Agreement with F & C Development, Inc. (the “Developer”) pursuant to which the Developer will lease the Parcels from the City and improve the Parcels by building thereon a mixed-use development which will include construction of (a) one or more buildings of varying heights including approximately 200-225 market-rate apartments, (b) approximately 5,000-9,000 square feet of first floor non-residential space such as commercial, retail and/or restaurant space, (c) public gathering and green spaces, and (d) all private and public sidewalks, as well as driveways, access ways, street and parking lot lighting and utility connections and sanitary, stormwater drainage and other infrastructure improvements on the Project Site, all as further described in the Development Agreement (all of the foregoing being referred to herein collectively as the “Development”); and

WHEREAS, this Council has determined that it is necessary and appropriate and in the best interests of the City to provide that the owner of the Development (initially, the Developer) be required to make service payments in lieu of real property taxes (“Service Payments,” as further defined below) with respect to the Improvements located on the Parcels pursuant to R.C. Section 5709.42; and

WHEREAS, this Council has determined that it is in the City's best interests for the City to enter into a compensation agreement (the "Compensation Agreement") with the Board of Education of the Cleveland Heights-University Heights City School District (the "School District"), which Compensation Agreement provides for the payment of compensation by the City to the School District; and

WHEREAS, in connection with the negotiation of the Compensation Agreement, the Board of Education of the School District has waived any notice periods prescribed in R.C. Section 5709.41 and 5709.83, approved a 100% exemption for the Improvements to the Parcels under R.C. Section 5709.41 for thirty (30) years and waived any other rights to compensation related to the grant of that exemption; and

WHEREAS, R.C. Section 5709.85(A) requires the legislative authority of any municipal corporation granting an exemption from taxation under R.C. Section 5709.41 to create a tax incentive review council ("TIRC"), which TIRC is required to perform an annual review of exemptions from taxation granted pursuant to R.C. Section 5709.41, and the City has previously created a TIRC; and

WHEREAS, as a result of the Development, certain surface parking spaces used by staff and students of the School District will be eliminated, and the City desires to allow staff and students of the School District to utilize certain additional parking spaces owned by the City in the vicinity of the Parcels in accordance with the terms of a School District Additional Parking Agreement; and

WHEREAS, an emergency exists in the usual daily operations of the City in that it is immediately necessary to approve tax exemptions for the Improvements for the preservation of the public health, peace, property and safety, that preservation being related to the need for the Development to move forward and for construction to commence at the earliest possible date;

BE IT ORDAINED by the Council of the City of Cleveland Heights, that:

SECTION 1. The Improvements (other than those Improvements, if any, to be used for residential purposes as such term is used in R.C. Section 5709.41(B)) to the Parcels on which the Developer will construct the Development are hereby declared to be a public purpose for purposes of R.C. Section 5709.41. One hundred percent (100%) of the increase in the assessed value of the Parcels (which increase in assessed value is an "Improvement" as defined in R.C. Section 5709.41) shall be exempt from real property taxation for a period of thirty (30) years commencing with tax year _____.

SECTION 2. As provided in R.C. Section 5709.42, the owner of the Development (initially, the Developer) is hereby required to make annual service payments for a period of thirty (30) years in lieu of taxes to the County Fiscal Officer on or before the final dates for payment of real property taxes. Each such payment (including interest and penalties) shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable if the Improvements were not exempt from taxation (with the payments in lieu of taxes, including any penalties, interest and rollback payments, collectively referred to as "PILOTS"). The County Fiscal Officer shall remit all PILOTS to the City. In addition to the payment of PILOTS described herein, in accordance with the Compensation Agreement, in connection with any TIF Debt (as defined in the Compensation Agreement), the owner(s) of the

Development may also be required to make minimum service payments (the “Minimum Service Payments”) as described in the Compensation Agreement.

This Council hereby authorizes the Mayor or designee (the “Mayor”) or other appropriate officers of the City to provide such information and certifications and execute and deliver, or accept delivery of such instruments as are necessary and incidental to collect those PILOTS from the County Fiscal Officer or collect the Minimum Service Payments from the Developer and to make such arrangements as are necessary and proper for payment of the portion of PILOTS and/or Minimum Service Payments dedicated to TIF Debt to be paid, if appropriate, to the trustee for any TIF Debt. Any late payments of PILOTS shall be subject to penalty and bear interest at the then current rate established under R.C. Sections 323.121 and 5703.47, as may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time.

No Owner of any portion of the Development shall, under any circumstances, be required in any tax year to both pay PILOTS with respect to an Improvement or reimburse local taxing authorities for the amount of real property taxes that would have been payable to local taxing authorities had the Improvements not been exempted from taxation to the extent set forth in this Ordinance.

SECTION 3. The Mayor shall make payments to the School District as described in the Compensation Agreement.

SECTION 4. This Council hereby establishes pursuant to and in accordance with the provisions of R.C. Section 5709.43, the Cedar-Lee Meadowbrook Urban Redevelopment Tax Increment Equivalent Fund (the “Fund”), into which shall be deposited the PILOTS distributed to the City with respect to the Improvements on the Parcels by or on behalf of the County Fiscal Officer as provided in Section 5709.42 of the Revised Code. One hundred percent (100%) of the moneys collected shall be deposited in the Fund and shall be retained by the City and used for any or all of the following purposes:

(i) Payment of all costs associated with the construction of the Development, including costs incurred by the City, the State of Ohio or other governmental entity, and including debt service and related costs or obligations or loans issued by the City, the State of Ohio or other governmental entity;

(ii) Construction, operation and maintenance of public improvements and publicly-owned facilities on the Parcels, including, but not limited to, streets, storm and sanitary sewers, water treatment facilities and water transmission lines, sidewalks, curbs, street trees and furniture, transitway improvements, off-street parking facilities, street lighting and signalization, pedestrian walkways, and public parks and plazas, whether owned by the City or other governmental entity by agreement with the City, and associated land acquisition and demolition, planning and engineering costs;

(iii) Land and building acquisition, demolition, site preparation, and relocation expenses related to the Development;

(iv) Compensating the School District pursuant to the Compensation Agreement; and

(v) Any other expenditures made with respect to the Parcels in accordance with the Development Agreement or other agreements entered into in connection with development of the Parcels provided such expenditures are otherwise permitted by law.

The Fund shall remain in existence so long as such PILOTS are collected, after which said Fund may be dissolved in accordance with said Section 5709.43 and transferred to the General Fund or any other fund as permitted by applicable law.

SECTION 5. The Compensation Agreement between the City and the School District, substantially in the form attached to this Ordinance as Exhibit B, is hereby approved and authorized, with changes or amendments thereto not inconsistent with this Ordinance and not substantially adverse to the City as determined by the Director of Law and which are approved by the Mayor. The Mayor, for and in the name of the City, is hereby authorized to execute that Compensation Agreement and any amendments thereto. The approval of changes or amendments by the Mayor, and the character of the changes or amendments as not being inconsistent with this Ordinance and not being materially adverse to the City, shall be evidenced conclusively by the execution thereof by the Mayor with the concurrence of the Director of Law. This Council further hereby authorizes and directs the Mayor to make such arrangements as are necessary and proper for payments to be made to the School District pursuant to the Compensation Agreement.

SECTION 6. The School District Additional Parking Agreement between the City and the School District, substantially in the form attached to this Ordinance as Exhibit C, is hereby approved and authorized, with changes or amendments thereto not inconsistent with this Ordinance and not substantially adverse to the City as determined by the Director of Law and which are approved by the Mayor. The Mayor, for and in the name of the City, is hereby authorized to execute that School District Additional Parking Agreement and any amendments thereto. The approval of changes or amendments by the Mayor, and the character of the changes or amendments as not being inconsistent with this Ordinance and not being materially adverse to the City, shall be evidenced conclusively by the execution thereof by the Mayor with the concurrence of the Director of Law.

SECTION 7. The Mayor is authorized and directed to sign any other documents, instruments or certificates as are necessary or appropriate to consummate or implement the actions described herein, or contemplated by this Ordinance, including an agreement or agreements with the Developer to provide for the payment of PILOTS and Minimum Service Payments described in this Ordinance and in the Compensation Agreement.

SECTION 8. Pursuant to R.C. Section 5709.41, the Mayor is hereby directed to deliver a copy of this Ordinance to the Director of Development Services of the State within fifteen days after its passage. On or before March 31 of each year that the exemption set forth in Section 3 hereof remains in effect, the Mayor or designee shall prepare and submit to the Director of Development Services of the State the status report required under R.C. Section 5709.41(E).

SECTION 9. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any decision-making bodies of the City that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

SECTION 10. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 11. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the Development to move forward and for construction to commence at the earliest possible date. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

President of the Council
MELODY JOY HART

Clerk of Council
ADDIE BALESTER

PASSED:

Presented to Mayor: _____ Approved by Mayor: _____

KAHLIL SEREN
Mayor

EXHIBIT A

DESCRIPTION OF PARCELS INCLUDED IN TIF AREA

(Identified by Parcel Number. See Separate Attachment.)

EXHIBIT A

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



Commitment Number:

GLC2100402

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Commonwealth Land Title Insurance Company

By:

A handwritten signature in black ink, appearing to read 'Randy Quirk'.

Randy Quirk, President

Attest:

A handwritten signature in black ink, appearing to read 'Marjorie Nemzura'.

Marjorie Nemzura, Secretary

Countersigned By:

A handwritten signature in black ink, appearing to read 'Winifred Glaser-Fries'.

Authorized Officer or Agent
Winifred Glaser-Fries

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Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
<p>Title Officer: Genevieve Jonas Commonwealth Land Title Insurance Company 30 Garfield Place, Suite 720 Cincinnati, OH 45202 Phone: 513-337-5489 Fax: 513-682-5927 Main Phone: (513)985-0550 Email: GJonas@cltic.com</p>	<p>Escrow Officer: Genevieve Jonas Commonwealth Land Title Insurance Company 30 Garfield Place, Suite 720 Cincinnati, OH 45202 Phone: 513-337-5489 Fax: 513-682-5927 Main Phone: (513)985-0550 Email: GJonas@cltic.com</p>

Order Number: GLC2100402**Project Name:** Cedar Lee**SCHEDULE A**

1. Commitment Date: June 1, 2021 at 12:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2006 - OH (12/01/2015)

Proposed Insured: F & C Development, Inc. (or affiliated company)

Proposed Policy Amount: \$100,000.00

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Judith Wolf aka Judith V. Wolf, by deed filed for record October 3, 1989 in [Volume 89-5369, page 59](#), and Certificate of Transfer filed June 5, 2006 in [AFN 200606050617](#) of the Cuyahoga County Records. (Parcels 1 and 2)

NOTE: Transfer on Death Designation Affidavit executed by Judith V. Wolf, transfers upon death to Eliezer Wolf as to an undivided one-half interest, and Samuel Wolf as to an undivided one-half interest, filed for record December 12, 2019 in [AFN 201912120332](#), of the Cuyahoga County Records.

Note: We find no estate of record for Judith V. Wolf in the Cuyahoga County Probate Records.

LC Holdings LLC by deed filed for record December 8, 2011 in [AFN 201112080135](#), of the Cuyahoga County Records. (as to Parcel 3)

The City of Cleveland Heights, Ohio by deed filed for record June 25, 1959 in [Volume 9719, page 112](#), of the Cuyahoga County Records. (as to Parcel 4)

The City of Cleveland Heights by deed filed for record May 1, 1959 in [Volume 9498, page 594](#), of the Cuyahoga County Records. (as to Parcel 5)

City of Cleveland Heights by deed filed for record May 18, 1959 in [Volume 9704, page 180](#), of the Cuyahoga County Records. (as to Parcel 6)

The City of Cleveland Heights, Ohio by deed filed for record May 22, 1959 in [Volume 9706, page 208](#), of the Cuyahoga County Records. (as to Parcel 7)

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SCHEDULE A
(continued)

City of Cleveland Heights, Ohio, a Municipal corporation by deed filed for record July 21, 1959 in [Volume 9728, page 271](#), of the Cuyahoga County Records. (as to Parcel 8)

City of Cleveland Heights by deed filed for record May 11, 1959 in [Volume 9702, page 23](#), of the Cuyahoga County Records. (as to Parcel 9)

The City of Cleveland Heights, Ohio, a municipal corporation by deed filed for record April 12, 1960 in [Volume 9919, page 616](#), of the Cuyahoga County Records. (as to Parcels 10, 11, and 12)

The City of Cleveland Heights, Ohio, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Ohio by deed filed for record August 30, 1960 in [Volume 9971, page 731](#), of the Cuyahoga County Records. (as to Parcel 13)

City of Cleveland Heights by deed filed for record April 1, 1959 in [Volume 9488, page 76](#), of the Cuyahoga County Records. (as to part of Parcel 14)

The City of Cleveland Heights, a municipal corporation duly organized under and by virtue of the laws of Ohio by deed filed for record April 23, 1959 in [Volume 9495, page 444](#), of the Cuyahoga County Records. (as to part of Parcel 14)

The City of Cleveland Heights, Ohio by deed filed for record May 1, 1959 in [Volume 9498, page 343](#), of the Cuyahoga County Records. (as to part of Parcel 14)

The City of Cleveland Heights, Ohio by deed filed for record May 1, 1959 in [Volume 9498, page 346](#), of the Cuyahoga County Records. (as to part of Parcel 14)

The City of Cleveland Heights, Ohio by deed filed for record May 8, 1959 in [Volume 9500, page 712](#), of the Cuyahoga County Records. (as to part of Parcel 14)

City of Cleveland Heights by deed filed for record May 8, 1959 in [Volume 9701, page 214](#), of the Cuyahoga County Records. (as to part of Parcel 14)

The City of Cleveland Heights, Ohio by deed filed for record May 15, 1959 in [Volume 9703, page 674](#), of the Cuyahoga County Records. (as to part of Parcel 14)

City of Cleveland Heights by deed filed for record May 15, 1959 in [Volume 9703, page 677](#), of the Cuyahoga County Records. (as to part of Parcel 14)

City of Cleveland Heights (a Municipal Corporation) by deed filed for record May 19, 1959 in [Volume 9704, page 665](#), of the Cuyahoga County Records. (as to part of Parcel 14)

City of Cleveland Heights, a municipal corporation by deed filed for record March 2, 1960 in [Volume 9907, page 1](#), of the Cuyahoga County Records. (as to part of Parcel 14)

The City of Cleveland Heights, Ohio by deed filed for record June 3, 1959 in [Volume 9710, page 512](#), of the Cuyahoga County Records. (as to part of Parcel 14)

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SCHEDULE A
(continued)

The City of Cleveland Heights, Ohio by deed filed for record June 17, 1959 in [Volume 9715, page 614](#), of the Cuyahoga County Records. (as to part of Parcel 14)

The City of Cleveland Heights, Ohio by deed filed for record July 15, 1959 in [Volume 9726, page 154](#), of the Cuyahoga County Records. (as to part of Parcel 14)

The City of Cleveland Heights by deed filed for record June 3, 1960 in [Volume 9937, page 505](#), of the Cuyahoga County Records. (as to part of Parcel 14)

The City of Cleveland Heights by deed filed for record January 25, 2001 in [AFN 200101250210](#), of the Cuyahoga County Records. (as to part of Parcel 15)

The City of Cleveland Heights by deed filed for record August 15, 2001 in [AFN 200108150531](#), of the Cuyahoga County Records. (as to part of Parcel 15)

The City of Cleveland Heights by deed filed for record August 24, 2001 in [AFN 200108241093](#), of the Cuyahoga County Records. (as to part of Parcel 15)

The City of Cleveland Heights by deed filed for record December 17, 2001 in [AFN 200112170869](#), of the Cuyahoga County Records. (as to part of Parcel 15)

The City of Cleveland Heights, Ohio by deed filed for record September 14, 2005 in [AFN 200509140579](#), of the Cuyahoga County Records. (as to part of Parcel 15)

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

Parcel 1: (East Part of PPN: 687-06-011)

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio:

And known as being part of Sublots Nos. 202 and 203 in the J. A. Wigmore Company's Cedarbrook Allotment, of part of Original Warrensville Township Lots Nos. 2 and 3, as shown by the recorded plat in Volume 59 of Maps, page 26, of the Cuyahoga County Records, and together forming a parcel of land bounded and described as follows:

Beginning on the Southerly line of Cedar Road, at a point 15 feet Easterly, measured along said Southerly line, from the Northwesterly corner of said Sublot No. 203;

Thence Easterly, along said Southerly line of Cedar Road, 45 feet to a point 20 feet Westerly, measured along said Southerly line, from the Northeasterly corner of said Sublot No. 202;

Thence Southerly, on a line parallel to the Easterly line of said Sublot No. 202, about 128.125 feet to the Southwesterly line of said Sublot 202;

Thence Northwesterly, along the Southwesterly line of said Sublots Nos. 202 and 203, about 46.76 feet to a point 25 feet Westerly, measured at right angles, from the Easterly line of Sublot No. 203;

Thence Northerly about 115.47 feet to the place of beginning, as appears by said plat, be the same more or less.

Parcel 2: (West Part of PPN: 687-06-011)

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio:

And known as being part of Sublot No. 203, in the J. A. Wigmore Company's Cedarbrook Allotment, of part of Original Warrensville Township Lots Nos. 2 and 3, as shown by the recorded plat in Volume 59 of Maps, page 26, of the Cuyahoga County Records, and being further bounded and described as follows:

Beginning at a point in the Southerly line of Cedar Road, 60 feet wide, which point bears North 89 deg. 43' 10" East, 238.02 feet from an angle point in Cedar Road, which angle point is at the Westerly line of said Original Warrensville Township Lot No. 3;

Course No. 1: Thence continuing North 89 deg. 43' 10" East, along said Southerly line of Cedar Road, 0.20 feet to the Northwest corner of a parcel of land conveyed by the Northland Investment Company to Joseph M. Sands by deed recorded in Volume 2908, page 522, of the Cuyahoga County Records;

Course No. 2: Thence South 0 deg. 16' 50" East, 115.47 feet to a point in the Southerly line of said Sublot No. 203, being along the Westerly line of land so conveyed to Joseph M. Sands;

Course No. 3: Thence North 74 degrees 34' 20" West, along said Southerly line of said Sublot No. 203, a distance of 0.21 feet to a point;

Course No. 4: Thence North 0 deg. 16" 50" West, 115.42 feet to the place of beginning, according to the survey made by The Bauer Surveys Company, dated August 23, 1937, be the same more or less.

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EXHIBIT "A"
Legal Description

Parcel 3: (PPN: 687-06-012)

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio:

And known as being part of Sublots 200, 201, and 202, in the J. A. Wigmore Company's Cedarbrook Allotment, of part of Original Warrensville Township Lot Nos. 2 and 3, as shown by the recorded plat in Volume 59 of Maps, page 26, of the Cuyahoga County Records, and bounded and described as follows:

Beginning in the Easterly line of said Sublot No. 200, at the Southeasterly corner of a parcel of land conveyed to The City of Cleveland Heights by deed recorded in Volume 9971, page 728, of the Cuyahoga County Records;

Thence South 89 deg. 43' 10" West, 37.12 feet along the Southerly line of land so conveyed to The City of Cleveland Heights, to the most Westerly corner of a parcel of land conveyed to The City of Cleveland Heights, by deed recorded in Volume 9971, page 731, of the Cuyahoga County Records, and the principal place of beginning of premises described herein;

Thence South 89 deg. 43' 10" West, 62.88 feet along the Southerly line of land conveyed to the City of Cleveland Heights, as first aforesaid, to a point in the Westerly line of a parcel of land conveyed to the City Ice and Fuel Company by deed recorded in Volume 5896, page 668, of the Cuyahoga County Records;

Thence South 0 deg. 16' 50" East, 128.12 feet along the Westerly line of land so conveyed to the City Ice and Fuel Company to a point in the Southerly line of said Sublot No. 202;

Thence South 74 deg. 34' 20" East, 62.33 feet along the Southerly line of said Sublot Nos. 202 and 201, to the Southwesterly corner of said Sublot No. 200;

Thence North 89 deg. 43' 10" East, 4.88 feet along the Southerly line of said Sublot No. 200, to the Southwesterly corner of land conveyed to the City of Cleveland Heights by deed recorded in Volume 9971, page 731, of the Cuyahoga County Records;

Thence North 0 deg. 16' 50" West, 138 feet along the Westerly line of land so conveyed to The City of Cleveland Heights to an inner corner thereof;

Thence North 45 deg. 16' 50" West, 2.83 feet to the principal place of beginning, be the same more or less.

Parcel 4: (PPN: 687-06-088)

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio:

And known as being Sublot No. 191, in The J. A. Wigmore Company's Cedarbrook Allotment, of part of Original Warrensville Township Lots Nos. 2 and 3, as shown by the recorded plat in Volume 59 of Maps, page 26, of the Cuyahoga County Records, as appears by said plat, be the same more or less.

Parcel 5: (PPN: 687-06-089)

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio:

And known as being Sublot No. 192, in The J. A. Wigmore Company's Cedarbrook Allotment, of part of Original

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EXHIBIT "A"
Legal Description

Warrensville Township Lots Nos. 2 and 3, as shown by the recorded plat in Volume 59 of Maps, page 26, of the Cuyahoga County Records, as appears by said plat, be the same more or less.

Parcel 6: (PPN: 687-06-090)

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio:

And known as being Sublot No. 193, in The J. A. Wigmore Company's Cedarbrook Allotment, of part of Original Warrensville Township Lots Nos. 2 and 3, as shown by the recorded plat in Volume 59 of Maps, page 26, of the Cuyahoga County Records, and being 40 feet front on the Northeasterly side of Cedarbrook Road, and extending back 140.04 feet deep on the Southeasterly line, 151.71 feet deep on the Northwesterly line, and being 49.32 feet in the rear, as appears by said plat, be the same more or less.

Parcel 7: (PPN: 687-06-091)

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio:

And known as being Sublot No. 194, in The J. A. Wigmore Company's Cedarbrook Allotment, of part of Original Warrensville Township Lots Nos. 2 and 3, as shown by the recorded plat in Volume 59 of Maps, page 26, of the Cuyahoga County Records, as appears by said plat, be the same more or less.

Parcel 8: (PPN: 687-06-092)

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio:

And known as being Sublot No. 195, in The J. A. Wigmore Company's Cedarbrook Allotment, of part of Original Warrensville Township Lots Nos. 2 and 3, as shown by the recorded plat in Volume 59 of Maps, page 26, of the Cuyahoga County Records, as appears by said plat, be the same more or less.

Parcel 9: (PPN: 687-06-093)

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio:

And known as being Sublot No. 196, in The J. A. Wigmore Company's Cedarbrook Allotment, of part of Original Warrensville Township Lots Nos. 2 and 3, as shown by the recorded plat in Volume 59 of Maps, page 26, of the Cuyahoga County Records, and being 40 feet front on the Northeasterly side of Cedarbrook Road, and extending back 143.67 feet deep on the Northwesterly line, 149.84 feet deep on the Southeasterly line, and being 52.49 feet in the rear, as appears by said plat, be the same more or less.

Parcel 10: (All of PPN: 687-06-094 and 687-06-009, East Part of 687-06-095, and West Part of 687-06-010)

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio:

And known as being all of Sublots Nos. 197, and 198, and part of Sublots Nos. 204, and 205, in the J. A. Wigmore Company's Cedarbrook Allotment, of part of Original Warrensville Township Lots Nos. 2 and 3, as shown by the recorded plat in Volume 59 of Maps, page 26, of the Cuyahoga County Records, and together forming a parcel of land bounded and described as follows:

Beginning on the Northeasterly line of Cedarbrook Road, at the Southeasterly corner of said Sublot No. 197;

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EXHIBIT "A"
Legal Description

Thence Northwesterly, along the Northeasterly line of Cedarbrook Road, 79.98 feet to the Southwesterly corner of said Sublot No. 198;

Thence Northerly, along the Westerly line of said Sublot No. 198, a distance of 132.28 feet to the Northwesterly corner thereof;

Thence Easterly, along the Northerly line of said Sublot No. 198, a distance of 1.25 feet to the Southwesterly corner of said Sublot No. 205;

Thence Northerly, along the Westerly line of said Sublot No. 205, a distance of 95 feet to a point distant 5 feet Southerly, measured along the Westerly line of said Sublot, from the Southerly line of Cedar Road (60 feet wide);

Thence Easterly, and parallel with the Southerly line of Cedar Road, 50 feet;

Thence Northerly, and parallel with the Westerly line of said Sublot No. 204, a distance of 5 feet to the Southerly line of Cedar Road;

Thence Easterly, along the Southerly line of Cedar Road, 30 feet to the Northeasterly corner of said Sublot No. 204;

Thence Southerly, along the Easterly line of said Sublot No. 204, a distance of 111.25 feet to the Northeasterly line of said Sublot No. 197;

Thence Southeasterly, along the Northeasterly line of said Sublot No. 197, a distance of 19.67 feet to the Northeasterly corner thereof;

Thence Southwesterly, along the Southeasterly line of said Sublot, 143.67 feet to the place of beginning, as appears by said plat, be the same more or less.

Parcel 11: (West Part of PPN: 687-06-095)

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio:

And known as being part of Sublot No. 199, in the J. A. Wigmore Company's Cedarbrook Allotment, of part of Original Warrensville Township Lots Nos. 2 and 3, as shown by the recorded plat in Volume 59 of Maps, page 26, of the Cuyahoga County Records, and bounded and described as follows:

Beginning on the Northeasterly line of Cedarbrook Road, at the most Southerly corner of said Sublot No. 199;

Thence Northeasterly, along the Southeasterly line of said Sublot, 132.28 feet to the Northeasterly corner thereof;

Thence Westerly, along the Northerly of said Sublot, about 34 feet to the Easterly face of the Easterly wall of the existing brick building on said Sublot No. 199;

Thence Southerly, along the Easterly line of the Easterly face of the Easterly wall of said building, and along the Southerly prolongation thereof, to the Northeasterly line of Cedarbrook Road;

Thence Southeasterly, along the Northeasterly line of Cedarbrook Road, to the place of beginning, as appears by said plat, be the same more or less.

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EXHIBIT "A"
Legal Description

Parcel 12: (East Part of PPN: 687-06-010)

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio:

And known as being part of Sublot No. 203, in the J. A. Wigmore Company's Cedarbrook Allotment, of part of Original Warrensville Township Lots Nos. 2 and 3, as shown by the recorded plat in Volume 59 of Maps, page 26, of the Cuyahoga County Records, and bounded and described as follows:

Beginning on the Southerly line of Cedar Road (60 feet wide), at the Northwesterly corner of said Sublot No. 203;

Thence Easterly, along the Southerly line of Cedar Road, 14.80 feet;

Thence Southerly, and parallel with the Westerly line of said Sublot No. 203, and distant 14.80 feet Easterly therefrom, to the Southwesterly line of said Sublot No. 203;

Thence Northwesterly, along the Southwesterly line of said Sublot, to the Southwesterly corner thereof;

Thence Northerly, along the Westerly line of said Sublot No. 203, a distance of 111.25 feet to the place of beginning, as appears by said plat, be the same more or less.

Parcel 13: (PPN: 687-06-013)

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio:

And known as being part of Sublot No. 200 in the J. A. Wigmore Company's Cedarbrook Allotment, of part of Original Warrensville Township Lots Nos. 2 and 3, as shown by the recorded plat in Volume 59 of Maps, page 26, of the Cuyahoga County Records, and bounded and described as follows:

Beginning at a point in the Easterly line of said Sublot No. 200, a distance of 5 feet (measured along said Easterly line), Southerly from the Northeasterly corner of said Sublot;

Thence South 89 deg. 43' 10" West, 37.12 feet to a point;

Thence South 45 deg. 16' 50" East, 2.83 feet to a point;

Thence South 0 deg. 16' 50" West, parallel with the Easterly line of said Sublot No. 200, a distance of 138 feet to a point in the Southerly line of said Sublot;

Thence North 89 deg. 13' 10" East, 35.12 feet along the said Southerly line, to the Southeasterly corner of said Sublot No. 200;

Thence North 0 deg. 16' 50" West, along the Easterly line of said Sublot No. 200, a distance of 140 feet to the place of beginning, be the same more or less.

Parcel 14: (PPN: 687-06-096, 097, 098, 099, 100, 104, and 155, 156, 157, and 158)

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio:

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EXHIBIT "A"
Legal Description

And known as being Parcel A, in the Map of Survey and Consolidation for The City of Cleveland Heights, Ohio, of part of Original Warrensville Township Lots Nos. 2 and 3, as shown by the recorded plat in Volume 351 of Maps, pages 20 and 21, of the Cuyahoga County Records, containing 2.1133 acres, more or less, as appears by said plat.

Parcel 15: (PPN: 687-06-001, 002, 003, 004, 109, 110, and 111)

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio:

And known as being Parcel B, in the Map of Survey and Consolidation for The City of Cleveland Heights, Ohio, of part of Original Warrensville Township Lots Nos. 2 and 3, as shown by the recorded plat in Volume 351 of Maps, pages 20 and 21, of the Cuyahoga County Records, containing 1.0696 acres, more or less, as appears by said plat.

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**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Receipt of proof of corporate status, or limited liability company status, or partnership status, and all agreement(s), and necessary consents, authorizations, resolutions, notices and corporate/partnership actions have been conducted, given or properly waived relating to the transaction to be insured, including entity resolution(s) authorizing and designating appropriate officers/members/or partners to execute any and all necessary documents.
6. Completion of real property conveyance fee statement, if transferring subject premises.
7. The Company should be furnished an Owner's/Seller's Affidavit.

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

8. The Company should be furnished a letter from Planning and Zoning and/or a surveyor certification stating there are no zoning violations, if a zoning endorsement is requested.
9. Payment of taxes, charges, and assessments levied and assessed against the Land, which are due and payable.
10. The actual value of the estate or interest to be insured must be disclosed to the Company and, subject to approval by the Company, shown on this Commitment as the liability of the policy(ies) to be issued. Until the liability of the policy(ies) to be issued shall be determined and shown on the Commitment, the total liability of the Company under this Commitment shall not exceed \$100,000.00.
11. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
12. The Company may make additional requirements and/or exceptions upon further ascertaining details of the transaction and/or its review of the documents creating the interest or estate to be insured.
13. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

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SCHEDULE B, PART I
REQUIREMENTS
(continued)

14. Notice: If the Company will be serving as the closing agent, closing funds provided in excess of \$1,000.00 must be good funds in compliance with Ohio Revised Code Section 1349.21. In order to comply and close your transaction timely, we require all closing funds be tendered to our office by wire transfer, so that all funds are collected in the escrow account and available at the time of closing.
15. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
16. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
17. Due to office closures related to Covid-19, we may be temporarily unable to record/access documents in the normal course of business. As such, we will require our Affidavit of Understanding and Indemnity and Hold Harmless Agreement due to Coronavirus Pandemic to be signed by all parties .

END OF SCHEDULE B, PART I

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**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes or special assessments which are not shown as existing liens by the Public Records.
3. Rights or claims of parties in possession not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

In order to delete the survey exception shown above, a satisfactory survey of the subject Land, which complies with the minimum standards for land surveys made for title insurance purposes, is to be furnished to the Company.

The Company reserves the right to add additional items as disclosed by the survey, or make further requirements after review of the requested documentation.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy, pursuant to Ohio Revised Code Section 1509.31(D).
7. Easements or claims of easements not shown by the Public Records.
8. Representations of the acreage or area in the property descriptions in Schedule A or on the survey, if any.
9. Rights of public to use those portions of the Land lying within the confines of public roads and highways.
10. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
11. Restrictions, building lines, easements and other matters as shown on the Plat of Vacation of part of Cedarbrook Road, filed for record September 1, 1960 in [Volume 179 of Maps, page 98](#), of the Cuyahoga County Records. (as to Parcel 14)

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

12. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as set forth in the deed from The Cedar Heights Land Company, a Corporation, to Dan B. Cull, M. F. Donavan, and James Donavan, filed for record July 18, 1921 in [Volume 2388, page 607](#), of the Cuyahoga County Records. (as to Parcel 1)
13. Reservations, restrictions, covenants, limitations, easements, and/or conditions, including, but not limited to, a right to repurchase, as set forth in the deed from Charles D. Simmons (also known as Chas. D. Simmons) and Catherine B. Simmons, to The City of Cleveland Heights, Ohio, a municipal corporation, filed for record April 12, 1960 in [Volume 9919, page 616](#), of the Cuyahoga County Records. (as to Parcels 10, 11, and 12)
14. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as set forth in the deed from City Products Corporation, a corporation incorporated under the laws of the State of Ohio, to The City of Cleveland Heights, Ohio, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Ohio, filed for record August 30, 1960 in [Volume 9971, page 728](#), of the Cuyahoga County Records. (as to Parcels 3 and 13)
15. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as set forth in the deed from City Products Corporation, a corporation incorporated under the laws of the State of Ohio, to The City of Cleveland Heights, Ohio, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Ohio, filed for record August 30, 1960 in [Volume 9971, page 731](#), of the Cuyahoga County Records. (as to Parcel 13)
16. Easement between the City of Cleveland Heights, Ohio, and Dr. Elizabeth T. Endicott, filed for record June 22, 1962 in [Volume 10392, page 121](#), of the Cuyahoga County Records. (as to Parcel 8)
17. Easement from Cedar Road Building Co., a Corporation incorporated under the laws of Ohio, to the City of Cleveland Heights, Ohio, filed for record October 16, 1962 in [Volume 10635, page 585](#), of the Cuyahoga County Records. (as to Parcel 3)
18. Deed of Easement from The City of Cleveland Heights, a municipal corporation, to the Ohio Bell Telephone Company, filed for record January 24, 1973 in [Volume 13177, page 355](#), of the Cuyahoga County Records. (as to Parcel 10)
19. Easement from Ben D. Stallworth, to the Ohio Bell Telephone Company, filed for record January 15, 1976 in [Volume 14209, page 971](#), of the Cuyahoga County Records. (as to Parcel 15)
20. Right-of-Way Easement (Traffic Control Easement) from The City of Cleveland Hts., to the City of Cleveland Heights, filed for record September 15, 1998 in [Volume 98-11912, page 38](#), of the Cuyahoga County Records. (as to Parcel 13)
21. AT&T Non-Exclusive Easement from the City of Cleveland Heights, a municipal corporation, to The Ohio Bell Telephone Company, d/b/a AT&T Ohio, an Ohio Corporation, filed for record April 20, 2007 in [AFN 200704200102](#), of the Cuyahoga County Records. (as to Parcel 14)
22. Parking Lot Easement Agreement by and between the City of Cleveland Heights, Ohio, a municipal corporation, and Landau Enterprises LLC, an Ohio limited liability company, by deed filed for record September 25, 2009 in

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

[AFN 200909250298](#), of the Cuyahoga County Records. (as to Parcel 14)

23. Reservations, restrictions, covenants, limitations, easements, and/or conditions, including, but not limited to, the right to re-convey, as set forth in the deed from Ohio Savings Bank (successor in interest to Shaker Savings Association), to the City of Cleveland Heights, Ohio, filed for record September 14, 2005 in [AFN 200509140579](#), of the Cuyahoga County Records. (as to Parcel 15)
24. Claims, if any, by the State of Ohio under the Medicaid recovery program, ORC Sections 5162.21 and 5162.211. (as to Parcels 1 and 2)
25. Pending Board of Revision Complaint No. 687-06-012-2018, for the tax year 2018.
Note: For further information contact Board of Revision 216-443-7195.
26. Pending Board of Revision Complaint No. 687-06-012-2018-C, for the tax year 2018.
Note: For further information contact Board of Revision 216-443-7195.
27. Easements, if any, for public utilities pipelines or facilities installed in, and any private right to use, any portion of the vacated street or alley, namely Cedarbrook Road, lying within the land, together with the right of ingress and egress to repair, maintain, replace and remove the same.
28. No liability is assumed for tax increases occasioned by retroactive revaluation arising out of the change in land usage, on account of errors or omissions and changes in the valuation of the property by legally constituted authorities.
29. Taxes and assessments for the second half of 2020 and subsequent years are a lien, but are not yet due and payable.

The County Treasurer's General Tax Records for the tax year 2020 are as follows:

PPN: 687-06-011 (as to Parcels 1 and 2)

Taxes for the first half are paid.

Taxes for the second half are a lien, due and payable on or before July 15, 2021.

Per half amount \$5,580.65.

The above amount includes the following special assessments:

Assessment for M203106B-Street Lighting Forestry Cleveland Heights in the amount of \$45.45 per half year.

Assessment for M913131C-SID Cedar Lee Cleveland Heights in the amount of \$697.14 per half year.

PPN: 687-06-012 (as to Parcels 1 and 2)

Taxes for the first half are paid.

Taxes for the second half are a lien, due and payable on or before July 15, 2021.

Per half amount \$10,534.78.

The above amount includes the following special assessments:

Assessment for M283100A-Trash Hauling-Cleveland Heights in the amount of \$761.04 per half year.

Assessment for M203106B-Street Lighting Forestry Cleveland Heights in the amount of \$63.63 per half year.

Assessment for M223127K-Board Up - Cleveland Heights in the amount of \$55.55 per half year.

Assessment for M913131C-SID Cedar Lee Cleveland Heights in the amount of \$981.22 per half year.

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

Note: As to PPN 687-08-001 above, taxes are exempt from general real estate taxes for the 2020 tax year and may be subject to increase upon change in status or ownership or upon failure to otherwise qualify for exemption.

PPN: 687-06-009 (including 687-06-010, 013, 088, 089, 090, 091, 092, 093, 094, and 095) (as to Parcels 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13)

Taxes for the first half are paid.

Taxes for the second half are a lien, due and payable on or before July 15, 2021.

Per half amount \$7,514.35.

PPN: 687-06-096 (including 687-06-097, 098, 099, 100, 101, 102, 103, 104, 155, 156, 157, and 158) (as to Parcel 14)

Taxes for the first half are paid.

Taxes for the second half are a lien, due and payable on or before July 15, 2021.

Per half amount \$61,555.42.

PPN: 687-08-001 (including 687-08-002, 003, 004, 109, 110, and 111) (as to Parcel 15)

Taxes are exempt.

Taxes for the first half are a lien, UNPAID, PAST DUE AND DELINQUENT.

Taxes for the second half are a lien, due and payable on or before July 15, 2021.

Per half amount \$252.50.

The above amount includes the following special assessments:

Assessment for M913131C-SID Cedar Lee Cleveland Heights in the amount of \$252.50 per half year.

30. Property Taxes for prior years are delinquent and are subject to payment plan with the county treasurer. The county treasurer must be contacted for exact figures. (as to Parcel 15)

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

END OF CONDITIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 934-3354 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

Realtors®, Real Estate Brokers, Closing Attorneys, Buyers and Sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain new wiring instructions or routing information, and will request that the Buyer send funds to a fraudulent account.

Please be advised that the wire instructions listed below are the only wire instructions we will send you. This is the only form that should be used to wire funds to us in this transaction. If you receive another email or unsolicited call purporting to alter these instructions, please immediately call us at: (513)985-0550.

BANK NAME:	US Bank		
ABA NO.:	042000013	ACCOUNT NO.:	130125375100
	Commonwealth Land Title Insurance		GLC2100402 / Cedar Rd, Tullamore Rd, and Lee Rd,
ACCOUNT HOLDER:	Company	REFERENCE:	Cuyahoga Heights

*****Closing funds in the form of ACH Electronic Transfers will NOT be accepted.*****

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.



NEVER RELY on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.



DO NOT FORWARD wire instructions to other parties without first verbally verifying the instructions from the sending party.



ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds. **DO NOT RELY** on other parties calling you.

Obtain the number of your Realtor®, Real Estate Broker and your escrow officer as soon as an escrow account is opened.

DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation: <http://www.fbi.gov>

Internet Crime Complaint Center: <http://www.ic3.gov>

ACKNOWLEDGEMENT OF RECEIPT

Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer 1

Signature

Printed Name

Address

Date

Phone Number

Buyer 2

Signature

Printed Name

Address

Date

Phone Number



30 Garfield Place, Suite 720
Cincinnati, OH 45202
Phone: (513)985-0550 / Fax: (513)794-3565

F & C Development, Inc. (or affiliated company)

Date: July 13, 2021
Escrow No.: GLC2100402-GJ
Project: Cedar Lee
Buyer(s): F & C Development, Inc. (or affiliated company)
Seller(s): City of Cleveland Heights, Ohio
Property: Cedar Rd, Tullamore Rd, and Lee Rd
Cuyahoga Heights, OH 44127

Dear F & C Development, Inc. (or affiliated company):

Congratulations on your pending real estate transaction for the property referenced above. Thank you for choosing Commonwealth Land Title Insurance Company.

In our role as your escrow service provider, we want to alert you to the current threat of criminal activities in the real estate industry relating to wire fraud resulting from email compromise and identity theft.

Our WIRE SAFE Wire Fraud Alert form, which contains our wiring instructions, is attached for your reference. We will never email or call you to alter these instructions. Please retain a copy for your records AND sign and return one copy as soon as possible. It is critical that we know you have received the WIRE FRAUD ALERT.

During the course of this escrow, we urge you to contact us immediately at our phone number shown above if you have any questions or receive any information that conflicts with the information contained in the ALERT.

PLEASE USE EXTREME CAUTION WHEN REMITTING FUNDS TO ESCROW.

We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Genevieve Jonas'.

Genevieve Jonas
Commercial Escrow Officer
GJonas@cltic.com

Enclosure(s)

NOTICE

FILE NO.: GLC2100402

IF THIS IS A RESALE OR REFINANCE WITHIN TEN (10) YEARS, YOU MAY BE ENTITLED TO A REDUCED PREMIUM. PLEASE DISCUSS WHETHER YOU ARE ELIGIBLE FOR A DISCOUNTED PREMIUM WITH THE ESCROW OFFICER HANDLING THE TRANSACTION.

To determine eligibility for a discounted premium, please provide the escrow officer with:

- A copy of any owners title insurance policy that has been issued for the Property within the past ten (10) years; or
- A closing statement confirming payment of the premium for the prior owners title insurance policy and the policy amount; or
- Evidence of the amount due on the existing mortgage being refinanced for a refinance transaction of the Property.

Dated: July 13, 2021

EXHIBIT B
COMPENSATION AGREEMENT

This Compensation Agreement (this "Agreement"), is made and entered into on this _____ day of _____, 2022, by and between the CITY OF CLEVELAND HEIGHTS, OHIO (the "City"), a municipal corporation organized and existing under the laws of the State of Ohio, and the BOARD OF EDUCATION OF THE CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT (the "School District"), a city school district organized and existing under the laws of the State of Ohio and joined by F & C DEVELOPMENT, INC., an Indiana Corporation ("FCD") as to Section 2(D)(2) herein (on behalf of the Project Improvement owners).

WITNESSETH:

WHEREAS, the City owns certain real property, and may acquire additional real property generally known as the "Cedar-Lee-Meadowbrook Property" (collectively herein, the "CLM Property" or "Property"), including a parcel located on the east side of Lee Road between Meadowbrook and Tullamore Roads and additional real property (12 – 16 existing parcels) located to the east of Lee Road between Tullamore and Cedar Roads (including a portion of Cedarbrook Road previously vacated by the City), as more particularly depicted and/or identified in Exhibit A attached hereto; and

WHEREAS, pursuant to (i) a development agreement relating to the CLM Property with FCD (the "Development Agreement") and (ii) one or more Ordinances to be introduced in Cleveland Heights City Council (collectively, with any amendments, the "TIF Ordinance"), the City proposes to:

- establish a tax increment financing area with respect to the CLM Property,
- exempt from real property taxation certain improvements (herein "TIF Improvements") to the CLM Property pursuant to Section 5709.41 of the Ohio Revised Code (together with related statutory provisions, the "TIF Statute"),
- lease the CLM Property (exclusive of the municipal public parking garage located thereon and constructed pursuant to a prior plan for the redevelopment of the CLM Property) to an entity created and controlled by FCD (together with any sublessee of all or substantially all of the CLM Property, "Leasehold Owner") for development of the Project Improvements (defined below),
- require the Leasehold Owner to make Service Payments In Lieu of Taxes in an amount equal to the amount of real property taxes that would have been payable if the TIF Improvements had not been exempted from taxation under the TIF Ordinance (those payments in lieu of taxes, together with any related penalties, interest and rollback payments, are collectively referred to herein as "PILOTs" or "Service Payments"), and
- require such PILOTs to be used to pay debt service on revenue bonds expected to be issued by the City (or another governmental authority designated by the City),

any related credit enhancement or administrative costs, and any other financing costs payable therefrom, and any renewals or refundings thereof (collectively, the "TIF Debt"), which may be issued or entered into to pay a portion of the cost of acquisition and construction of the Project Improvements; and

WHEREAS, by the TIF Ordinance, the City intends to exempt the TIF Improvements to all or a portion of the parcels included in the CLM Property (those parcels, collectively, are referred to herein as the "TIF Area"), with the parcels comprising the real property within the TIF Area, as improved, referred to hereinafter as the "Parcels" or "TIF Parcels"; and

WHEREAS, the City has provided information to the School District with respect to a proposed mixed-use development of the TIF Parcels which will include construction of one or more four-to-five-story buildings, including approximately 200 - 225 market-rate apartments, approximately 5,000 to 9,000 square feet of first floor commercial, retail and restaurant space, public gathering and green spaces, and any necessary infrastructure improvements (all of the foregoing being referred to herein collectively as the "Project Improvements"); and

WHEREAS, the City and the School District will derive substantial and significant benefits from the Project Improvements; and

WHEREAS, the City, in the TIF Ordinance, intends to declare the Project Improvements (other than those Project Improvements to be used for residential purposes as such term is used in the TIF Statute) to be in furtherance of urban redevelopment and for a "public purpose", to declare the TIF Improvements (the "improvements" under and as defined in the TIF Statute) to the TIF Parcels resulting from those Project Improvements to be a "public purpose" under the TIF Statute, and to exempt 100% of those TIF Improvements from real property taxation for a period not to exceed thirty (30) years in accordance with the TIF Statute; and

WHEREAS, on [], 2022, the Board of Education of the School District adopted a resolution (the "School District Resolution") approving this Agreement and the exemption of the TIF Improvements under the TIF Ordinance (the "TIF Exemption") and waiving any other or further rights to notice of the TIF Exemption and, except as provided in this Agreement, compensation in respect of the TIF Exemption or the approval thereof; and

WHEREAS, to facilitate the construction of the Project Improvements and to compensate the School District for a portion of the revenue that the School District would have received had the Project Improvements been made and the TIF Improvements not been exempted from taxation, the City and the School District have determined to enter into this Agreement on the terms hereinafter provided;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, and to induce the City and FCD to proceed with the proposed development of the CLM Property and the Leasehold Owner to proceed with the construction of the Project Improvements, the parties hereto agree as follows:

SECTION 12. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

“Additional School District Millage” means, for any Exemption Year, any Total School District Millage in excess of the Base School District Millage.

“Base Value” means the assessed value (35% of market value under current law) of the Parcels to the extent that such value is not subject to the TIF Exemption and therefore remains subject to real property taxation during the period of the TIF Exemption, as determined by the Cuyahoga County Fiscal Officer consistent with the TIF Ordinance.

“Base School District Millage” means for any Exemption Year, the lesser of Total School District Millage and 99.444261 mills.

“Exempted Value” means the assessed value (35% of market value under current law) of the Parcels within the TIF Area in excess of the Base Value thereof, which is to be exempted from real estate taxation under the TIF Ordinance and the TIF Statute.

“Exemption Year” means, for any Parcel, any calendar/tax year in which TIF Improvements would be taxable but for the exemption from taxation pursuant to the TIF Ordinance.

“Excess PILOTs” means, for any year, an amount equal to the positive difference, if any, between (i) the aggregate amount of PILOTs attributable to the Exempted Value for an Exemption Year, less the amount of such PILOTs attributable to the Additional School District Millage, and (ii) the Projected PILOTs Threshold.

“Projected PILOTs” means the projected PILOTs based on the projected market value of the TIF Improvements, according to pro forma projections presented to both the City and the School District prior to the issuance of the TIF Debt.

“Projected PILOTs Threshold” means, for purposes of determining School Payments under Section 2(A) hereof, the initial Projected PILOTs based upon the Projected Valuation of the TIF Parcels and the applicable effective millage (for all overlapping subdivisions) for tax year 2021. The Projected PILOTs Threshold, based on available information as of May 4, 2022, is estimated to be \$1,252,706.

“Projected Valuation” means, for the Parcels within the TIF Area, the aggregate valuation of all of the TIF Parcels, as estimated and projected in the market value projections utilized for the Projected PILOTs, as described in Section 2(C) hereof.

“Total School District Millage” means, for any given Tax Year, the School District’s effective real property tax rate for Commercial Property applicable to the Parcels in that Tax Year, as determined for that Tax Year under the laws of the State of Ohio (currently pursuant to Ohio Revised Code Section 319.301).

SECTION 13. City Payments to School District. Unless otherwise agreed to in writing by the City and the School District, with respect to TIF Improvements within the

TIF Area, for each tax collection year following an Exemption Year for such TIF Improvements, the City agrees to pay to the School District, from the PILOTs, if any, the payments determined under subsection (A) of this Section 2 (referred to herein as the "School Payments"):

(i) School Payments. The School Payments shall include the amounts calculated under the following clauses for each tax collection year following an Exemption Year:

SECTION 1. For any Exemption Year, an annual payment equal to 33.883459% of the tax revenue that the School District would have received with respect to that Exemption Year on the Exempted Value but for the TIF Exemption, based on the Base School District Millage (the "Basic School Payments").

SECTION 2. For any Exemption Year in which there are Excess PILOTs, an annual payment equal to 50.00% of the Excess PILOTs (the "Excess PILOT School Payments").

(3) In addition to the Basic School Payments and Additional School Payments required by subsections (A)(1) and (A)(2) hereof, an annual payment equal to 100% of the tax revenue that the School District would have received with respect to that Exemption Year on the Exempted Value but for the TIF Exemption, based on the Additional School District Millage (the "Additional School Millage Payments", and together with the Basic School Payments and the Excess PILOT School Payments, the "School Payments").

See Exhibit B for examples.

(B) Timing of Payments. The City shall cause all School Payments for any Exemption Year to be paid within thirty-five (35) days after the end of the applicable tax collection year to the extent that PILOTs are received by the City from the Treasurer of Cuyahoga County, Ohio (the "Treasurer") and available for such School Payments. Such School Payments shall be made to the School District by (or on behalf of) the City solely from the PILOTs it receives from the Treasurer. The City may provide that such School Payments be paid directly by the Treasurer, or by a corporate bond trustee or lender engaged in connection with the issuance of the TIF Debt, to the School District. Owing to the subordination of School Payments pursuant to Section 2(D) hereof, the City generally expects that all School Payments for any Exemption Year will, except in unusual circumstances, most likely be paid in a lump sum to the School District on or about February 1 following the end of the applicable tax collection year.

(C) Bond Issuance Test. Unless the School District consents as hereinafter described, no TIF Debt shall be issued by the City, the Cleveland-Cuyahoga County Port Authority or any such other governmental authority as may be designated by the City unless, at the time of authorization of the TIF Debt, the Projected PILOTs, which shall assume no growth in value, will result in a debt service coverage ratio of not less than 1.25:1 for all of the TIF Debt (except to the extent any TIF Debt payments are irrevocably funded at the time of issuance), including principal and interest, the replenishment of any required reserve funds and any administrative expenses of the City (or any other such governmental authority as may be designated by the City) with respect to the TIF Debt, including but not limited to the fees of the City, the issuer of the TIF Debt and any trustee for the TIF Debt (collectively, "Debt Service") (the "Minimum DSCR Requirement"). If the School District consents in writing, TIF Debt may be issued by the City, the Cleveland-Cuyahoga County Port Authority or any other such governmental authority as may be designated by the City even if the Minimum DSCR Requirement is not satisfied. Such consent by the School District is in the sole and absolute discretion of the School District. It is the intention of the parties hereto that there will always be sufficient PILOTs during any given calendar year to pay both the Debt Service described in Section 2(D)(1)(a) below and all School Payments as required by this Agreement.

(D) Subordination of School Payments; Minimum Service Payment; Deficiencies.

(1) The School District acknowledges and agrees that the right of the School District to receive School Payments is subordinate to the payment of the Debt Service on the TIF Debt and that the PILOTs will be applied in the following order:

- (a) First, to pay Debt Service on the TIF Debt.
- (b) Second, to pay to the School District the School Payments currently due under Section 2(A) hereof.
- (c) Third, for all other uses as authorized by law and as may be agreed upon by the City and the Developer.

(2) In consideration of the foregoing agreement of the School District to subordinate the School Payments to Debt Service, the City agrees that, in connection with any TIF Debt, the owners of the Project Improvements on the Parcels within the TIF Area (initially, the Leasehold Owner) will be required to pay so-called minimum service payments in an amount not less than the amount of PILOTs that would be payable had the market value of the Parcels in the TIF Area been equal to the Projected Valuation; provided that the payment of Minimum Service Payments by the owners of the Project Improvements on the Parcels within the TIF Area will not entitle the School District to School Payments in amounts greater than the amounts calculated as set forth in Section 2(A) hereof. Pursuant to Section 2(C) hereof, prior to the issuance of TIF Debt, the City shall notify, or cause to be notified, the School Board as to the Projected Valuation, the Projected PILOTs and the Projected PILOTs Threshold.

(3) In the event that the amounts paid to the School District for any tax collection year are not sufficient to pay the School Payments due for such year in accordance with this Agreement, any such School Payments not paid when due shall become a deficiency hereunder (each, a "Deficiency"). Notwithstanding anything to the contrary in this Agreement, in the event that one or more Deficiencies shall exist, in any tax collection year following an Exemption Year in which there are any Excess PILOTs, the Excess PILOTs not needed to pay School Payments under Section 2(A)(2) above shall be used first to pay any Deficiencies due to the School District under this Section 2(D)(3) (beginning with the oldest then-remaining Deficiency) and then, after payment of all such Deficiency amounts, the remainder shall be applied according to Section 2(D)(1) hereof.

(E) Income Tax Sharing. The City shall cause fifty percent (50%) of documented new income tax revenue of the City attributable to "new employees" (as defined in Section 5709.82, Revised Code) employed in the original construction of the Project Improvements to be paid to the School District as additional compensation for foregone real property tax revenues ("Income Tax Sharing Payment"). The City and the School District shall establish a mutually acceptable procedure for payment of the Income Tax Sharing Payment following execution of this Agreement.

(F) Termination of Agreement. After the Director of Finance has determined that (a) all of the payments and reimbursements described in the TIF Ordinance, including those then due and those coming due in the future, have been made or provided for, (b) the TIF Debt has been paid in full or otherwise discharged, and (c) all of the School Payments and Income Tax Sharing Payments then due under this Section 2 have been made or provided for, then the exemption from taxation pursuant to the TIF Ordinance and the PILOTs shall end, and this Agreement shall terminate.

SECTION 14. Review of Records. The School District may from time to time, with reasonable advance notice, review the records of the City relating to the receipt of PILOTs and income tax revenue subject to the Income Tax Sharing Payments. The City and School District shall work together and communicate as to the calculation of the payments required under Section 2, including exchanging information as to the valuation of the Parcels and applicable effective tax rates for all School District levies. Further, the City shall, upon request of the School District in writing, notify the School District as to the receipt of PILOTs and whether such PILOTs are sufficient to pay both the TIF Debt Service described in Section 2(D)(1)(a) and all School Payments as required by this Agreement.

SECTION 15. Reconciliation. The City and School District shall annually meet to review, calculate and reconcile payments to the School District and City.

SECTION 16. School District Consents and Waivers. In consideration of the compensation to be provided to it under this Agreement, the School District hereby:

(i) approves each TIF Exemption that may be granted under the TIF Ordinance as to all Parcels within the TIF Area for the number of years, commencing in

the year or years specified, and for the percentage or percentages specified in the TIF Ordinance (collectively, the "TIF Exemptions");

(ii) waives any notice or other requirements set forth in Sections 5709.41, 5709.82, 5709.83 and 5715.27, Revised Code, with respect to the TIF Exemptions;

(iii) waives any School District rights pursuant to Section 5715.27, Revised Code; and

(iv) waives any defects or irregularities relating to the TIF Exemptions of the TIF Improvements, and agrees not to challenge, directly or indirectly, the validity of the TIF Exemption of any TIF Improvement.

SECTION 17. Application of Ohio Revised Code Section 5709.82. The School District acknowledges and agrees that this Agreement provides for the only compensation to be received by the School District from the City in connection with real property tax exemptions granted pursuant to the TIF Ordinance, that there will be no income tax sharing in connection with those exemptions, other than as described in Section 2(E) of this Agreement, and that the compensation provided for herein is in lieu of any other compensation that may be provided for in Section 5709.82, Revised Code.

SECTION 18. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement.

SECTION 19. Entire Agreement. This Agreement is executed pursuant to Sections 5709.41, 5709.82, 5709.83 and 5715.27(D) of the Ohio Revised Code, and sets forth the entire agreement and understanding between the parties as to the subject matter hereof, including without limitation all forms of compensation to be paid by the City to the School District pursuant to those sections, and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. It is understood by the parties hereto that if all or a portion of the Parcels are ever deemed to be exempt from real property taxes under any other section of the Revised Code, and if as a result, the City does not receive any PILOTs, the City's payment to the School District will terminate.

SECTION 20. Notices. All payments, certificates and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the City:

City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118
Attention: Director of Finance
Copy: Director of Law

If to the School District: **Board of Education of the
Cleveland Heights-University Heights
City School District
2155 Miramar Boulevard
University Heights, OH 44118
Attention: Scott Gainer, CFO/Treasurer**

With a copy to: David Seed, Esq.
Brindza, McIntyre & Seed LLP
1111 Superior Avenue, Suite 1025
Cleveland, OH 44114

Any party may change its address for receiving notices and reports by giving written notice of such change to the other parties.

SECTION 21. Change in Development.

(A) The City shall notify the School District if the Project Improvements to be constructed change substantially after the date of this Agreement, and if requested by the City or the School District, those parties agree to meet to discuss the implications of any such change.

(B) The City shall request the School District to reaffirm, amend or enter into a new Compensation Agreement in the event of (i) a deviation by FCD from the Final Development Plan (as defined in the Development Agreement) concerning the Project Improvements in any material fashion, (ii) the replacement or substitution of FCD (other than a related entity) as the Leasehold Owner and Developer, or (iii) the failure to approve the TIF Ordinance for the herein described Project Improvements on or prior to December 31, 2023. The purpose of this provision is to protect the intent of the parties in that the School District's approval of the TIF Exemption and this Agreement is based on the current description of the Project Improvements on the Property, including the intended developer and timing of those Project Improvements, as presented to the School District. The obligations of the City under this Section 10(B) shall terminate definitively upon the issuance of TIF Debt.

SECTION 22. Severability of Provisions. The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

SECTION 23. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

SECTION 24. Extent of Covenants; Binding Effect; No Personal Liability. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law.

Each provision of the Agreement is binding upon the officer(s) or other person(s) and any body or bodies as may from time to time have the authority under law to take the actions as may be necessary to perform all or any part of the duty required by a given provision of this Agreement. Each duty of the City and its bodies, officers and employees, undertaken pursuant to the Agreement, is established as a duty with the City and of each such officer, employee or body having authority to perform that duty, specifically enjoined by law resulting from an office, trust or station within the meaning of Section 2731.01, Revised Code, providing for enforcement by writ of mandamus. No such covenant, stipulation, obligation or agreement shall be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent, or employee of any of the parties in their individual capacity.

Section 14. No Other Real Property Tax Exemptions. The City shall not authorize a real property tax exemption for the CLM Property identified in Exhibit A other than the TIF Exemption, including as provided in Ohio law under Sections 3735.65 to 3735.70, 5709.40 and 5709.62, Revised Code, without the prior consent of the School District.

[Balance of page intentionally left blank]

CITY OF CLEVELAND HEIGHTS, OHIO

CLEVELAND HEIGHTS-UNIVERSITY
HEIGHTS CITY SCHOOL DISTRICT
BOARD OF EDUCATION

By: _____
Mayor

By: _____
President

By: _____
Superintendent

By: _____
Treasurer

Approved as to Form and Correctness:

Joined as to Section 2(D)(2) herein, on
behalf of the Project Improvement
owners)

F & C DEVELOPMENT, INC.

By: _____
City Law Director

By: _____
Chief Executive Officer

FISCAL OFFICER'S CERTIFICATE

The undersigned, [Acting/Interim] Director of Finance of the City of Cleveland Heights under the foregoing Agreement, certifies hereby that any moneys required to meet the obligations of the City during the year 2022 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2022

[Acting/Interim] Director of Finance
City of Cleveland Heights, Ohio

FISCAL OFFICER'S CERTIFICATE

The undersigned, CFO/Treasurer of the Cleveland Heights-University Heights City School District under the foregoing Agreement, certifies hereby that the moneys required to meet any obligations of the School District during the year 2022 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the District or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2022

Treasurer, Board of Education,
Cleveland Heights-University Heights
City School District, Ohio

EXHIBIT C

FORM OF SCHOOL DISTRICT ADDITIONAL PARKING AGREEMENT

SCHOOL DISTRICT ADDITIONAL PARKING AGREEMENT

THIS SCHOOL DISTRICT ADDITIONAL PARKING AGREEMENT (this "**Agreement**") has been executed as of _____, _____ (the "**Effective Date**"), by and between the CITY OF CLEVELAND HEIGHTS, OHIO, an Ohio municipal corporation, having an address at 40 Severance Circle, Cleveland Heights, Ohio 44118 (the "**City**") and the BOARD OF EDUCATION OF THE CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT (the "**School District**"), a city school district organized and existing under the laws of the State of Ohio.

RECITALS

A. The City has entered into a Development Agreement dated December 9, 2021 (as supplemented and amended, the "**Development Agreement**") with F&C Development, Inc. (the "**Developer**") pursuant to which the Developer or a designated affiliate expects to build a mixed-used development (the "**Project Improvements**") on certain parcels of land commonly known as the Cedar-Lee-Meadowbrook parcels (the "**Project Site**").

B. In connection with redevelopment of the Project Site, certain surface parking spaces used by staff and students of the School District will be eliminated, and the City desires to allow staff and students of the School District to utilize certain additional parking spaces controlled by the City in the vicinity of the Project Site in accordance with the terms this Agreement.

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated in and made a part of this Agreement, and the covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I – USE OF CERTAIN CITY PARKING BY SCHOOL DISTRICT

Section 1. Permit Parking Spaces for School District Use. Beginning with the date Municipal Lot 5 (as depicted on Exhibit A) closes for construction of the Project Improvements and for the remaining duration of the Cedar-Lee-Meadowbrook Urban Redevelopment Tax Increment Finance District, the City agrees to make available to the School District a total of 50 parking passes for use in Municipal Parking Lot 34 (as depicted on Exhibit B). These permits shall be designated for Cleveland Heights High School (the "**High School**") students and staff for use during school hours (7:30am to 4:30pm) on days when school is in session. The permits shall be sold by the School District to staff and students with all collected funds being paid to the City. The permits shall be issued for each school semester at a rate equal to the City's quarterly senior citizen parking permit fee (currently \$34.50), as such rate may adjusted in the future. Along with the collected funds for the permits, the School District shall provide permit holder information to the City.

Section 2. Special Event Parking. Beginning with the date Municipal Lot 5 closes for construction of the Project Improvements, and for the remaining duration of the Cedar-Lee-Meadowbrook Urban Redevelopment Tax Increment Finance District, the City agrees to provide the School District access to parking spaces in Municipal Parking Lot 34 for use by attendees of special events at Cleveland Heights High School (the “High School”) at the same cost, if any, that such parking spaces are made available to the general public. These parking spaces are currently available to the public, but the City agrees to provide wayfinding signage designating Municipal Parking Lot 34 as special event parking for the High School during such special events. Additionally, the City agrees to review the current lighting of Municipal Parking Lot 34 and ensure adequate lighting is in place.

Section 3. Additional Parking. The City further agrees to work with the School District to identify and implement additional on-street parking options along Washington Boulevard adjacent to the High School and on other side streets in close proximity to the High School.

Section 4. Claims; Indemnity. The City shall not be liable for any damage or injury to School District staff or students utilizing the additional parking spaces described in this Agreement and the School District agrees to hold the City harmless for any staff or student claim for damages during the term of this Agreement, except to the extent such damage or injury is the result of the gross negligence of the City or any of the City’s agents. The City shall not be responsible for any theft, loss or damage to any vehicle or property left in any vehicle.

ARTICLE II – MISCELLANEOUS

Section 1. Term. The Term of this Agreement shall expire upon the expiration or termination of the Cedar-Lee-Meadowbrook Urban Redevelopment Tax Increment Finance District.

Section 2. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Ohio.

Section 3. Headings. Sections and paragraph headings in this Agreement are for convenience or reference only, and shall not affect the interpretation or construction of the provisions hereof.

Section 4. Severability. Invalidation of any of the provisions contained in this Agreement or the application thereof to any person by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

Section 5. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

Section 7. Extent of Covenants; Binding Effect; No Personal Liability. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. Each provision of the Agreement is binding upon the officer(s) or other person(s) and any body or bodies as may from time to time have the authority under law to take the actions as may be necessary to perform all or any part of the duty required by a given provision of this Agreement. Each duty of the City and its bodies, officers and employees, undertaken pursuant to the Agreement, is established as a duty with the City and of each such officer, employee or body having authority to perform that duty, specifically enjoined by law resulting from an office, trust or station within the meaning of Section 2731.01, Revised Code, providing for enforcement by writ of mandamus. No such covenant, stipulation, obligation or agreement shall be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent, or employee of any of the parties in their individual capacity.

Section 8. Assignment. The City and the School District shall not assign their respective rights or interests under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, delayed and conditioned.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the City and the School District have executed this Agreement on the day and year first above written.

Cleveland Heights-University Heights City City of Cleveland Heights, Ohio
School District Board Education

By: _____
President

By: _____
Its: _____

By: _____
Superintendent

The legal form and correctness
of this Agreement is hereby approved:

By: _____
Treasurer

Date: _____

(Signature Page to School District Additional Parking Agreement)

5683101.1

FISCAL OFFICER'S CERTIFICATE

The undersigned, [Acting/Interim] Director of Finance of the City of Cleveland Heights under the foregoing Agreement, certifies hereby that any moneys required to meet the obligations of the City during the year 2022 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2022

[Acting/Interim] Director of Finance
City of Cleveland Heights, Ohio

(Fiscal Officer's Certificate to School District Additional Parking Agreement)

5683101.1

Proposed: 10/03/2022

ORDINANCE NO. 149-2022 (F), *First Reading*

By Mayor Seren

An Ordinance authorizing the transfer of real property located at 3607 Randolph Road to Future Heights, Inc., for rehabilitation and resale; declaring the property no longer needed for a public purpose; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, pursuant to Ordinance No. 33-2009, this Council adopted and implemented the procedures set forth in Chapter 5722 of the Ohio Revised Code for a Land Reutilization Program, known as the Cleveland Heights Land Reutilization Program; and

WHEREAS, the City of Cleveland Heights (“City”) currently owns certain real property located at 3607 Randolph Road, Permanent Parcel No. 682-10-009 (“Property”); and

WHEREAS, the City obtained the Property through its Land Reutilization Program; and

WHEREAS, the City has determined that it has no need for the Property and therefore the Property does not serve a public purpose; and

WHEREAS, pursuant to Resolution No. 97-2018, the City entered into a Development Services Agreement with Future Heights, Inc., a non-profit corporation (“Future Heights”), to perform services as a community development corporation for the City, which Agreement was subsequently extended pursuant to Resolution No. 24-2021; and

WHEREAS, pursuant to the City’s agreement with Future Heights, transfer of the property would be in the best interests of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby determines that the City-owned real property located at 3607 Randolph Road, Permanent Parcel No. 682-10-009, is not needed for a public purpose.

SECTION 2. Pursuant to the authority of City Council set forth in Section 110.04 of the Codified Ordinances of the City of Cleveland Heights, this Council hereby authorizes the Mayor to transfer the property to Future Heights, Inc., upon receipt of necessary approvals, forms, terms, and conditions deemed appropriate by the Mayor.

SECTION 3. Documents implementing the above transaction shall be approved as to form by and subject to the final approval of the Director of Law

ORDINANCE NO. 149-2022 (F)

SECTION 4. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 5. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights such emergency being the need to transfer the property to begin the rehabilitation work at the earliest time permitted by law. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

MELODY JOY HART
President of the Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to the Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 10/03/2022

ORDINANCE NO. 150-2022 (F), *First Reading*

By Mayor Seren

An Ordinance authorizing the transfer of real property located at 2124 Rossmoor Road to Future Heights, Inc., for rehabilitation and resale; declaring the property no longer needed for a public purpose; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, pursuant to Ordinance No. 33-2009, this Council adopted and implemented the procedures set forth in Chapter 5722 of the Ohio Revised Code for a Land Reutilization Program, known as the Cleveland Heights Land Reutilization Program; and

WHEREAS, the City of Cleveland Heights (“City”) currently owns certain real property located at 2124 Rossmoor Road, Permanent Parcel No. 687-05-095 (“Property”); and

WHEREAS, the City obtained the Property through its Land Reutilization Program; and

WHEREAS, the City has determined that it has no need for the Property and therefore the Property does not serve a public purpose; and

WHEREAS, pursuant to Resolution No. 97-2018, the City entered into a Development Services Agreement with Future Heights, Inc., a non-profit corporation (“Future Heights”), to perform services as a community development corporation for the City, which Agreement was subsequently extended pursuant to Resolution No. 24-2021; and

WHEREAS, pursuant to the City’s agreement with Future Heights, transfer of the property would be in the best interests of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby determines that the City-owned real property located at 2124 Rossmoor Road, Permanent Parcel No. 687-05-095, is not needed for a public purpose.

SECTION 2. Pursuant to the authority of City Council set forth in Section 110.04 of the Codified Ordinances of the City of Cleveland Heights, this Council hereby authorizes the Mayor to transfer the property to Future Heights, Inc., upon receipt of necessary approvals, forms, terms, and conditions deemed appropriate by the Mayor.

SECTION 3. Documents implementing the above transaction shall be approved as to form by and subject to the final approval of the Director of Law

ORDINANCE NO. 150-2022 (F)

SECTION 4. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 5. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights such emergency being the need to transfer the property to begin the rehabilitation work at the earliest time permitted by law. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

MELODY JOY HART
President of the Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to the Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 10/03/2022

ORDINANCE NO. 151-2022 (F), *First Reading*

By Mayor Seren

An Ordinance authorizing the transfer of real property located at 901 Englewood Road to Future Heights, Inc., for rehabilitation and resale; declaring the property no longer needed for a public purpose; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, pursuant to Ordinance No. 33-2009, this Council adopted and implemented the procedures set forth in Chapter 5722 of the Ohio Revised Code for a Land Reutilization Program, known as the Cleveland Heights Land Reutilization Program; and

WHEREAS, the City of Cleveland Heights (“City”) currently owns certain real property located at 901 Englewood Road, Permanent Parcel No. 684-29-120 (“Property”); and

WHEREAS, the City obtained the Property through its Land Reutilization Program; and

WHEREAS, the City has determined that it has no need for the Property and therefore the Property does not serve a public purpose; and

WHEREAS, pursuant to Resolution No. 97-2018, the City entered into a Development Services Agreement with Future Heights, Inc., a non-profit corporation (“Future Heights”), to perform services as a community development corporation for the City, which Agreement was subsequently extended pursuant to Resolution No. 24-2021; and

WHEREAS, pursuant to the City’s agreement with Future Heights, transfer of the property would be in the best interests of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby determines that the City-owned real property located at 901 Englewood Road, Permanent Parcel No. 684-29-120, is not needed for a public purpose.

SECTION 2. Pursuant to the authority of City Council set forth in Section 110.04 of the Codified Ordinances of the City of Cleveland Heights, this Council hereby authorizes the Mayor to transfer the property to Future Heights, Inc., upon receipt of necessary approvals, forms, terms, and conditions deemed appropriate by the Mayor.

SECTION 3. Documents implementing the above transaction shall be approved as to form by and subject to the final approval of the Director of Law

ORDINANCE NO. 152-2022 (F)

SECTION 4. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 5. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights such emergency being the need to transfer the property to begin the rehabilitation work at the earliest time permitted by law. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

MELODY JOY HART
President of the Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to the Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 10/03/2022

RESOLUTION NO. 152-2022 (F), *First Reading*

By Mayor Seren

A Resolution approving the Mayor's appointment of Andrew Utentic as the Director of Finance, commencing October 24, 2022; and declaring the necessity that this legislation become immediately effective as an emergency measure

WHEREAS, pursuant to Article IV, Section 2 of the City's Charter, the Mayor is to appoint a director of each department who shall have the supervision and control of said department; and

WHEREAS, pursuant to the same Section of the Charter, the Mayor's appointment of the Director of Law, Director of Finance, and Director of Planning is effective only upon the approval of a majority of the members of council; and

WHEREAS, the Mayor has requested that this Council approve his appointment of Andrew Utentic as Director of Finance, with a start date of October 24, 2022

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 2. This Council hereby approves the Mayor's appointment of Andrew Utentic as Director of Finance, effective October 24, 2022.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to fill the vacancy in the position of Director of Finance at the earliest possible date. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

MELODY JOY HART
President of the Council

ADDIE BALESTER
Clerk of Council

RESOLUTION NO. 152-2022 (F)

PASSED:

Presented to the Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 10/03/22

RESOLUTION NO. 153-2022 (PSH) *First Reading*

By Mayor Seren

A Resolution adopting the 2022-2027 update of the *Cuyahoga County All-Hazards Mitigation Plan for Cuyahoga County* ("AHMP"); and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, hazard mitigation is any sustainable action taken to reduce or eliminate damage from future disaster; and

WHEREAS, the federal Disaster Mitigation Act of 2000 requires all communities that desire to apply for federal mitigation programs to have an all-hazards mitigation plan; and

WHEREAS, the Disaster Mitigation Act of 2000 also requires communities to review and revise the plan at least every five (5) years to reflect changes in development, progress in local mitigation efforts, and changes in priorities in order to continue eligibility to apply for federal mitigation programs; and

WHEREAS, the all-hazard mitigation plan must meet the criteria established by the Federal Emergency Management Agency ("FEMA"); and

WHEREAS, for disasters that are declared after November 1, 2004 the local government must have an approved mitigation plan; and

WHEREAS, in collaboration with participating jurisdictions, the Cuyahoga County government, through the Cuyahoga Office of Emergency Management, has developed and maintains such a mitigation plan which is entitled the *Cuyahoga County All-Hazards Mitigation Plan* (hereafter the "Plan"); and

WHEREAS, the law requires documentation that the Plan has been formally adopted by the legislative authority of each jurisdiction requesting federal approval of the Plan; and

WHEREAS, approval of said Plan is in the best interests of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council does hereby adopt the 2022-2027 update of the *Cuyahoga County All-Hazards Mitigation*, a copy of which is on file with the Clerk of Council.

RESOLUTION NO. 153-2022 (PSH)

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet county and federal deadlines for approval of the *Cuyahoga County All-Hazards Mitigation Plan*. Wherefore, provided it receives the affirmative vote of five or more members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

Melody Joy Hart
President of Council

Addie Balester
Clerk of Council

PASSED:

Presented to the Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 10/03/2022

ORDINANCE NO. 154-2022 (MSES), *First Reading*

By Mayor Seren

An Ordinance amending Section 303.08 “Impounding of Vehicles” of the Codified Ordinances of the City of Cleveland Heights so that the Ordinance will be consistent with current State and Local Law; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Ohio Legislature made a change in State Law and no longer requires a vehicle to have a front license plate and Section 335.09 of the Cleveland Heights Codified Ordinances was recently amended to reflect this change; and

WHEREAS, Section 303.08(b)(2) of the Cleveland Heights Codified Ordinances currently authorizes towing a vehicle for only displaying one license plate, in conflict with other laws; and

WHEREAS, it would be in the best interest of the City and its residents to amend the Codified Ordinances so that City Ordinances are consistent with State Law.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. Section 303.08(b)(2) of the Codified Ordinances of the City of Cleveland Heights shall be and is hereby amended to read as follows: “When any vehicle on any street, park or other public property fails to display a current valid license plate.”

SECTION 2. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to avoid conflict with general State law and prevent action based upon the currently existing ordinance. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

MELODY JOY HART
President of the Council

ORDINANCE NO. 154-2022 (MSES)

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to the Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 09/19/2022

RESOLUTION NO. 138-2022 (PSH), *Second Reading*

By Mayor Seren

A Resolution authorizing the Mayor to enter into an agreement with All City Management Services, Inc. for crossing guard services; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights and Cleveland Heights-University Heights School District have identified a need for crossing guards to ensure the safety of residents of the City and students of the School District; and

WHEREAS, the Chief of Police has recommended that the services offered by All City Management Services, Inc. best meet the City's needs; and

WHEREAS, such services are personal services for which no bidding is necessary.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor be, and he is hereby, authorized to enter into any and all agreements, and to sign any related documents, necessary for crossing guard services through All City Management Services, Inc. The agreement for said services shall not exceed One Hundred Thirty-Five Thousand Eight Hundred Nineteen Dollars (\$135,819.00), with one-half of the costs, in the amount of Sixty Seven Thousand Nine Hundred Nine Dollars and Fifty Cents (\$67,909.50), to be reimbursed to the City by the Cleveland Heights-University Heights School District. The Agreement with All City Management Services shall be substantially similar to those contained in the Agreement attached hereto as Exhibit A. The Agreement and any related documents hereunder shall be approved as to form by and subject to the final approval of the Director of Law

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to provide crossing guard services at the earliest time possible to protect the safety and welfare of residents and school children. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

RESOLUTION NO. 138-2022 (PSH)

MELODY JOY HART
President of the Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor

Proposed: 6/21/2021

ORDINANCE NO. 78-2021 (PSH), *Fourth Reading,
As Amended*

By Council Member Seren

An Ordinance enacting and adopting Chapter 522, "Lead Hazards," of Part Five, General Offenses Code, of the Codified Ordinances of the City of Cleveland Heights; repealing Chapter 1347, "Certificate of Occupancy," of Part Thirteen, Building Code, of the Codified Ordinances of the City of Cleveland Heights, and adopting a replacement Chapter 1347, "Certificate of Occupancy"; and amending Section 1345.99, "Penalty," of Chapter 1345, "Enforcement and Penalty," of Part Thirteen, Building Code, of the Codified Ordinances of the City of Cleveland Heights.

WHEREAS, this Council desires to provide for the regulation of lead hazards, to require rental units to be certified lead-safe as condition of obtaining a rental occupancy permit, and to authorize the Cleveland Heights Building Commissioner to administer and enforce this requirement; and

WHEREAS, lead poisoning is a serious threat to the health of children which can cause learning disabilities, language delays, hearing problems, and behavioral problems; and

WHEREAS, children living in residential rental units built before 1978 are disproportionately at risk for unsafe levels of lead exposure from lead-based-paint hazards; and

WHEREAS, this Council has determined that requiring all residential rental units constructed before January 1, 1978 to have lead-safe certification will help to decrease the occurrence of lead poisoning in the children of Cleveland Heights.

BE IT ORDAINED by the Council of the City of Cleveland Heights, County of Cuyahoga, State of Ohio, that:

SECTION 1. Chapter 522, "Lead Hazards," of Part Five, General Offenses Code, of the Codified Ordinances of the City of Cleveland Heights shall be and hereby is enacted and adopted to read in total as set forth in Exhibit A hereto.

SECTION 2. An amended Chapter 1347, "Certificate of Occupancy," of Part Thirteen, Building Code, of the Codified Ordinances of the City of Cleveland Heights, is hereby adopted to read in total as set forth in Exhibit B hereto.

SECTION 3. Current Chapter 1347 of the Codified Ordinance of the City of Cleveland Heights, as it existed prior to the effective date of the ordinance, is hereby repealed.

ORDINANCE NO. 78-2021 (PSH), *Fourth Reading, As Amended*

SECTION 4. Section 1345.99, "Penalty," of Chapter 1345, "Enforcement and Penalty," of the Codified Ordinances of the City of Cleveland Heights shall be and hereby is amended to read as follows:

1345.99 PENALTY.

(a) A violation of Sections 1351.14, 1347.01, or 1347.04(a) and (b) or 1347.05(a) or (b) is hereby classified as a minor misdemeanor. Every day such violation occurs or continues shall constitute a separate offense.

SECTION 5. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 6. This Ordinance shall take effect and be in force at the earliest time possible permitted by law.

MELODY JOY HART
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to the Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor

EXHIBIT A

CHAPTER 522

Lead Hazards

522.01 Definitions

522.02 Lead Hazards Are A Nuisance

522.03 Prohibitions

522.04 Lead Abatement and Lead Hazard Control

522.05 Disclosures in Sale or Lease of Target Housing Regarding Lead Hazards

522.06 Residential Property Renovation; Paint Outlet Information Rule

522.07 Notice Requirements

522.08 Enforcement

522.99 Penalties

522.01 Definitions

As used in this chapter:

(a) "Clearance examination" means an examination, performed by a clearance technician, lead inspector, or lead risk assessor, to determine whether lead hazards in a residential unit, child day-care facility, or school have been sufficiently controlled. A clearance examination includes a visual assessment, collection and analysis of environmental samples.

(b) "Clearance technician" means a person, other than a licensed lead inspector or lead risk assessor, who is licensed under RC Chapter 3742 to perform a clearance examination.

(c) "Commissioner" means the Cleveland Heights Building Commissioner unless otherwise specified.

(d) "Division" means the Division of Building and Inspectional Services in the Department of Public Safety unless otherwise specified.

(e) "Interim controls" means a set of measures designed to temporarily reduce human exposure or likely exposure to lead-based paint hazards, including specialized cleaning, repairs, maintenance, painting, temporary containment, ongoing lead hazard maintenance activities, and the establishment and operation of management and resident education programs.

(f) "Landlord" has the same meaning as in division (e) of Section 1347.01.

(g) "Lead Abatement" means a measure or a set of measures, designed for the single purpose of permanently eliminating lead hazards. "Lead abatement" includes all of the following:

- (1) Removal of lead-based paint and lead-contaminated dust;
- (2) Permanent enclosure or encapsulation of lead-based paint;
- (3) Replacement of surfaces or fixtures painted with lead-based paint;
- (4) Removal or permanent covering of lead-contaminated soil;
- (5) Preparation, cleanup, and disposal activities associated with lead abatement.

"Lead abatement" does not include any of the following:

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- (1) Residential rental unit lead-safe maintenance practices performed pursuant to RC 3742.41 and 3742.42;
- (2) Implementation of interim controls;
- (3) Activities performed by a property owner on a residential unit to which both of the following apply:
 - A. It is a freestanding single-family home used as the property owner's private residence;
 - B. No child under six (6) years of age who has lead poisoning resides in the unit.
- (4) Renovation, remodeling, landscaping or other activities, when the activities are not designed to permanently eliminate lead-based paint hazards, but, instead, are designed to repair, restore, or remodel a given structure or dwelling, even though these activities may incidentally result in a reduction or elimination of lead-based paint hazards. Abatement does not include operations and maintenance activities or other measures and activities designed to temporarily, but not permanently, reduce lead-based paint hazards. This definition shall not be interpreted to exempt any person from any requirement under State or federal law regarding lead abatement, including lead hazard control orders or requirements for full abatement of lead-based paint in certain federally-funded projects.

(h) "Lead-based paint" means any paint or other similar surface-coating substance containing lead at or in excess of the level that is hazardous to human health as set forth in Rule 3701-32-19 of the Ohio Administrative Code (OAC) as it may be hereafter amended.

(i) "Lead hazard" means material that is likely to cause lead exposure and endanger an individual's health as set forth in OAC Rule 3701-32-19. Lead hazard includes lead-based paint, lead-contaminated dust, lead-contaminated soil and lead-contaminated water pipes.

(j) "Lead hazard control" means measures taken to reduce or eliminate a lead hazard, which includes, but is not limited to, lead abatement, interim controls, or both, as appropriate.

(k) "Lead Poisoning" means a confirmed venous blood lead test level of lead in human blood of five micrograms per deciliter or greater.

(l) "Permanent" means an expected design life of at least twenty (20) years.

(m) "Rental agreement" has the same meaning described in division (m) of Section 1347.01 of the Codified Ordinances.

(n) "Target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any one or more children age six (6) years or under resides or is expected to reside in such housing) or any zero (0) bedroom dwelling.

(o) "Tenant" has the meaning described in division (o) of Section 1347.01 of the Codified Ordinances.

(p) "Zero (0) bedroom dwelling" means any residential dwelling in which the living areas are not separated from the sleeping area. The term includes efficiencies, studio apartments, dormitory or single room occupancy housing, military barracks, and rentals of individual rooms in residential dwellings.

522.02 Lead Hazards Are A Nuisance

- (a) This Council finds that lead hazards constitute a nuisance.

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(b) The Commissioner may determine that a nuisance is required to be immediately controlled under this section if, in the Commissioner's opinion, failure to immediately control the hazard may cause a serious risk to the health of the occupants of the property. In such a case, the Commissioner may require the owner or manager of the property to immediately control the nuisance or the Commissioner may, by his or her authorized representative, immediately control such nuisance.

522.03 Prohibitions

(a) No person shall do any of the following:

- (1) Violate any provision of RC Chapter 3742, as may be applicable, or the rules adopted pursuant to it;
- (2) Apply or cause to be applied any lead-based paint on or inside a residential unit, child day-care facility, or school, unless the Ohio director of health has determined by rule under RC 3742.45 that no suitable substitute exists;

(3) Interfere with an investigation conducted in accordance with this chapter or RC 3742.35 or by the Commissioner or the Commissioner's designee, any lead inspector or risk assessor.

(b) No person shall knowingly authorize or employ an individual to perform lead abatement on a residential unit, child day-care facility, or school unless the individual who will perform the lead abatement holds a valid license issued under RC 3742.05.

(c) No person shall do any of the following when a residential unit, child day-care facility, or school is involved:

(1) Perform a lead inspection without a valid lead inspector license issued under RC 3742.05;

(2) Perform a lead risk assessment without a valid lead risk assessor license issued under RC 3742.05, or provide professional advice regarding lead abatement without a valid lead risk assessor, lead abatement contractor, or lead abatement project designer license issued under RC 3742.05;

(3) Act as a lead abatement contractor without a valid lead abatement contractor's license issued under RC 3742.05;

(4) Act as a lead abatement project designer without a valid lead abatement project designer license issued under RC 3742.05;

(5) Perform lead abatement without a valid lead abatement worker license issued under RC 3742.05;

(6) Perform a clearance examination without a valid clearance technician license issued under RC 3742.05, unless the person holds a valid lead inspector license or valid lead risk assessor license issued under that section;

(7) Perform lead training for the licensing purposes of RC Chapter 3742 without a valid approval from the director of health under RC 3742.08.

(8) Perform interim controls without complying with 24 C.F.R. Part 35.

(9) Perform lead-safe maintenance practices without complying with RC 3742.41 and 3742.42.

EXHIBIT A

(d) No person shall manufacture, sell or hold for sale toys and other articles intended for use by children as defined in 16 C.F.R. 1303.2, or furniture as defined in 16 C.F.R. 1303.2, that bears paint containing lead in excess of 0.009 percent by weight of the total nonvolatile content of the paint or the weight of the dried paint film.

(e) No person shall sell or lease target housing in the City unless the owner, lessor, or agent of the target housing meets all applicable requirements of Section 522.06 regarding disclosures of lead hazards.

(f) No person renovating target housing in the City shall fail to comply with Section 522.07.

(g) No owner or manager of a retail or wholesale outlet of paint and paint-removal products shall violate division (b) of Section 522.07 by failing to provide an EPA-approved lead hazard information pamphlet.

(h) All power-assisted methods of lead-based paint removal are hereby prohibited, unless the standards and methods set forth in OAC Chapters 3701-30 or 3701-32, as applicable, are followed. Open flame burning is prohibited under any circumstances.

522.04 Lead Abatement and Lead Hazard Control

(a) The Commissioner is authorized to issue a stop work or cease and desist order to any person performing work in violation of RC Chapter 3742 or this chapter.

(b) No person shall fail to immediately stop lead abatement or control activities when ordered to do so under division (a) of this section. No person shall resume lead abatement or control activities except in conformance with all applicable standards and methods prescribed in RC Chapter 3742.

522.05 Disclosures in Sale or Lease of Target Housing Regarding Lead Hazards

(a) Disclosure in Purchase or Lease of Target Housing.

(1) A seller or lessor of target housing must disclose information concerning lead upon the transfer of any target housing pursuant to the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d, and shall adhere to all rules and regulations promulgated under the Act, as may be amended from time to time. Before a purchaser or tenant is obligated under a contract to purchase target housing or a rental agreement to lease target housing, the seller or lessor shall perform the activities and provide the disclosures described in this section:

A. Provide the purchaser or tenant with an EPA-approved lead hazard information pamphlet;

B. Disclose to the purchaser in writing in the sales contract, or to the tenant, in writing in the rental agreement: (i) the presence of any known lead-based paint, or any known lead-based paint hazards, in the housing; (ii) any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces; and (iii) whether the property or unit is under a lead hazard control order;

C. Disclose to the tenant a copy of the most recent clearance examination or lead risk assessment and, if applicable, the lead-safe certification;

EXHIBIT A

D. Provide to the purchaser or tenant any records or reports (including notices or letters of violation) available pertaining to lead-based paint or lead-based paint hazards in the target housing, including regarding common areas, and regarding other residential dwellings in multi-family target housing, provided that the information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing;

E. Permit the purchaser a ten (10) day period (unless the parties mutually agree in writing to a different period of time or to waive this requirement) to conduct a lead risk assessment or lead inspection for the presence of lead-based paint and/or lead-based paint hazards;

F. Include in the sale or rental agreement the Lead Warning Statement prescribed in 40 C.F.R. 745.113;

G. Include in the sale or rental agreement acknowledgments that the pamphlet, disclosures, ten (10) day period (if required) and warning required were provided.

(1) Discovery of Lead Hazards or Presumed Lead Hazards. If the owner of a residential unit learns of the presence of lead-based paint and/or lead-based paint hazards the owner shall notify each tenant of the presence of lead-based paint and/or lead-based paint hazards within ten (10) days of discovering its presence. In addition, the owner shall notify prospective tenants of presumed lead-based paint and shall provide each tenant with a Lead Warning Statement and the lead hazard information pamphlet, as prescribed by 42 U.S.C. 4852d.

(2) Compliance Assurance. Whenever a seller or lessor has entered into a contract with an agent for the purpose of selling or leasing a unit of target housing, the agent, on behalf of the seller or lessor, shall ensure compliance with the requirements of this section and 40 C.F.R. 745 Subpart F. An agent means any party who enters into a contract with a seller or lessor, including any party who enters into a contract with a representative of the seller or lessor, for the purpose of selling or leasing target housing. The term "agent" does not apply to purchasers or any purchaser's representative who receives all compensation from the purchaser.

(b) Penalties for Violations.

(1) Criminal Penalty. Any person who knowingly fails to comply with any provision of this section shall be subject to the penalties provided in Section 522.99.

(2) The Commissioner is authorized to take lawful action as may be necessary to enforce this section or to enjoin any violation of it.

(3) Civil Liability. Any person who violates any provision of this section will be jointly and severally liable to the purchaser or lessee in an amount equal to one (1) month's rent or one (1) month's mortgage payment.

(4) In any action brought for damages under this section, the appropriate court may award court costs to the party commencing the action, together with reasonable attorney fees and any expert witness fees, if that party prevails.

(5) A non-profit environmental health or housing rights organization is authorized to bring an action under division (b)(3) of this section on behalf of an aggrieved individual or individual(s) for violations of this section. Such organization may recover its costs under the remedies provided in divisions (b)(3) and (b)(4) of this section if the organization demonstrates that it has exerted organizational resources, including staff time, to investigate the alleged non-compliance with this section.

(c) Validity of Contracts and Liens. Nothing in this section may affect the validity or

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enforceability of any sale or contract for the purchase and sale or lease of any interest in residential real property or any loan, loan agreement, mortgage, or lien made or arising in connection with a mortgage loan, nor may anything in this section create a defect in title.

522.06 Residential Property Renovation; Paint Outlet Information Rule

(a) All renovations, repair and painting performed for compensation in target housing shall be performed in compliance with 40 C.F.R. Part 745, Subpart E, Residential Property Renovation, as may be amended from time to time. Any person performing renovations, repair and painting shall provide to occupants of the residential property a renovation-specific pamphlet as required under 40 C.F.R. 745.81.

(b) All retail and wholesale outlets of paint and paint removal products shall distribute an EPA- approved lead hazard information pamphlet to each purchaser of paint and paint removal products.

522.07 Notice Requirements

(a) For any lead abatement, interim controls, lead-safe maintenance practices or lead-safe renovation work in a residential unit, child day-care facility or school, the owner shall provide seven (7) days advance written notice to all occupants of residential structures, or all parents, students, teachers, and staff of child day-care facilities or schools from which lead-based paint is to be removed, and to all occupants of residential structures which are within thirty (30) feet of the residential structure, child day-care facility or school from which the lead-based paint is to be removed. The notice shall be as prescribed by the Commissioner and shall include, at a minimum, the address at which the lead-based paint will be removed, the date of commencement of the lead-based paint removal, the anticipated length of time to complete the removal, and the method by which the lead-based paint will be removed. The notice shall include a copy of an EPA-approved lead hazard information pamphlet.

(b) The notice required under this section does not relieve any person from compliance with any other notice requirements under state or federal law, including when notice is required by a hazard control order.

522.08 Enforcement

(a) Whenever the Commissioner or a designee determines upon information, or by observation or inspection, that any provision of this chapter is being or has been violated, the official may issue a notice of violation to the owner, manager, or person in charge to correct the violation. If the violation constitutes a nuisance that, in the determination of the Commissioner or designee, may endanger the health or safety of any person, the notice of violation shall order the immediate abatement of the nuisance.

(b) In addition to any penalty for a violation of this chapter, the Commissioner or a designee may use any and all remedies in this Code, including Chapter 553, to prevent, terminate, or abate the nuisance, or to otherwise take action to control the nuisance, the costs and expense of which may be recovered as provided in RC 715.261, including certifying the costs and expense to the County Auditor, to be placed on the property as a lien to be collected as other taxes and returned to the City.

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(c) In addition to any penalty for a violation of this chapter, the Commissioner or a designee may control such nuisance. The costs and expense of controlling the nuisance by the Commissioner or designee under this chapter may be recovered as provided in RC 715.261, including certifying the costs and expense to the County Auditor, to be placed on the property as a lien to be collected as other taxes and returned to the City.

(d) The authority described in division (c) to control such nuisance includes the authority to order the owner or manager to relocate the occupants of a residential unit, day-care facility, or school, until the property passes a clearance examination, if the Commissioner determines that the health of the occupants may be at risk during the lead hazard control work. The Commissioner may relocate the occupants until the residential unit, child day-care facility, or school passes a clearance examination. The costs and expense of the relocation may be recovered by certifying those costs to the County Auditor, to be placed on the property as a lien to be collected as other taxes and returned to the City.

(e) In the event of an actual or threatened violation of this chapter, or in an emergency situation, the Director of Law, in addition to other remedies provided by law, may institute a proper suit in equity or at law to prevent, terminate or otherwise remedy the violation.

(f) In addition to all other penalties and remedies provided by law, any person damaged by a nuisance caused by a violation of this chapter may institute a proper action in equity or at law to prevent, terminate or otherwise remedy the violation.

(g) The City has enacted and enforces the provisions of this chapter to promote and preserve the public peace, health, safety and welfare. The City does not assume, nor does it impose on its officers and employees, an obligation the breach of which causes it to be liable in money damages to any person who claims that such breach proximately caused injury. In addition, nothing in this chapter may be interpreted to limit the City's statutory immunity under RC Chapter 2744.

522.99 Penalties

(a) Whoever violates division (f) of Section 522.03 is guilty of a minor misdemeanor.

(b) Whoever violates any provision of Chapter 522 for which no other penalty is provided or rule or regulation or order under this chapter is guilty of a misdemeanor of the first degree. Except for a violation of division (f) of Section 522.03, each day during which noncompliance or a violation continues shall constitute a separate offense.

(c) As provided by RC 2901.23 and 2929.31, organizations convicted of an offense are guilty of a misdemeanor of the first degree.

EXHIBIT B

CHAPTER 1347

Certificate of Occupancy and Lead-Safe Certification

1347.01 Definitions.

1347.02 Certificate of occupancy required.

1347.03 Certificate issuance, contents, term and revocation.

1347.0 Failure to apply for certificate; renewals.

1347.05 Posting and availability of certificate.

1347.06 Fees for original certificate.

1347.07 Changes; new certificate of occupancy; fees.

1347.08 Lead-safe certification required for residential rental units built before January 1, 1978

1347.09 INTERNAL REVIEW

1347.10 IMPACT OF LEAD-SAFE CERTIFICATION REQUIREMENT

1347.11 LEAD-SAFE ADVISORY BOARD

1347.12 RECORDS KEPT BY DEPARTMENT

1347.13 INSPECTIONS, RIGHT OF ENTRY

CROSS REFERENCES

Certificate of compliance required - see BLDG. 1311.02

1347.01 DEFINITIONS

For purposes of this chapter:

(a) "Clearance examination" means an examination, performed by a clearance technician, lead inspector, or lead risk assessor, to determine whether lead hazards in a residential unit have been sufficiently controlled. A clearance examination includes a visual assessment, collection and analysis of environmental samples.

(b) "Clearance technician" means a person, other than a licensed lead inspector or lead risk assessor, who is licensed under RC Chapter 3742 to perform a clearance examination.

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(c) "Lead-safe certification" means that the owner of a residential rental unit built before January 1, 1978 has provided to the Building Commissioner a clearance examination report or lead risk assessment that indicates that lead hazards are not identified in the unit. A lead-safe certification is valid for two (2) years from the date of the certification.

(d) "Building Commissioner" means the Building Commissioner or designee.

(e) "Landlord" means the owner, lessor, or sublessor of residential premises, his or her agent, or any person authorized by him or her to manage the premises or to receive rent from a tenant under a rental agreement.

(f) "Lead-based paint" means any paint or other similar surface-coating substance containing lead at or in excess of the level that is hazardous to human health as set forth in Rule 3701-32-19 of the Ohio Administrative Code (OAC) as it may be hereafter amended.

EXHIBIT B

lead inspection, provides professional advice regarding a lead inspection, or prepares a report explaining the results of a lead inspection.

(i) "Lead risk assessment" means an on-site investigation to determine and report the existence, nature, severity, and location of lead hazards in a residential unit including information gathering from the unit, current owner's knowledge regarding the age and painting history of the unit, and occupancy by children under six (6) years of age, visual inspection, limited wipe sampling or other environmental sampling techniques, and any other activity as may be appropriate.

(j) "Lead risk assessor" means a person licensed under RC Chapter 3742 who is responsible for developing a written inspection, risk assessment and analysis plan; conducting inspections for lead hazards in a residential unit; interpreting results of inspections or risk assessments; identifying hazard control strategies to reduce or eliminate lead exposures; and completing a risk assessment report.

(k) "Owner" means the person, partnership or corporation that holds title to the residential rental unit.

(l) "Permanent" means an expected design life of at least twenty (20) years.

(m) "Rental agreement" means any agreement or lease, written or oral, which establishes or modifies the terms, conditions, rules, or any other provisions concerning the use and occupancy of residential premises by one (1) of the parties.

(n) "Residential rental unit" means any part of a building being used, designed or intended to be used as an individual's private residence, including a unit occupied by one (1) or more persons regardless of whether the occupant pays rent or provides anything else of value to the titled owner in consideration for occupying the structure. A residential rental unit does not include a unit occupied by the titled owner.

(o) "Tenant" means a person entitled under a rental agreement to the use and occupancy of residential premises to the exclusion of others.

1347.02 CERTIFICATE OF OCCUPANCY REQUIRED.

On and after January 1, 1963, no owner, agent or person in charge of any dwelling structure used or designed, or intended to be used, as a two (2) family dwelling, double house or multiple dwelling, and after January 1, 1984, no owner, agent or person in charge of any dwelling structure used or designed or intended to be used as a single-family dwelling shall rent or lease such structure for residential occupancy unless the owner thereof holds a certificate of occupancy issued by the Building Commissioner for such structure, which certificate has not expired, been revoked or otherwise become null and void.

EXHIBIT B

1347.03 CERTIFICATE ISSUANCE, CONTENTS, TERM AND REVOCATION.

Application for a certificate of occupancy required by the provisions of this Housing Code shall be made annually by supplying necessary information to determine compliance with applicable laws, ordinances, rules and regulations for the existing use or occupancy or the intended use or occupancy on forms supplied by the Building Commissioner. Such information shall include, but need not be limited to, the name, address, telephone number, and email address of the owner of the property, the name, address, telephone number, and email address of the agent or person in charge of the property, the address of the property, the number of dwelling units contained in the dwelling structure, and a list of the persons living in each dwelling unit along with their telephone number, email address and the relationship of each person living in such unit. Should any of the required information change during the period for which a certificate is issued, such changes shall be conveyed to the Building Commissioner within thirty (30) days to allow for updating of records.

(a) The Building Commissioner may require the submission of a certificate of occupancy stating such information, and he may cause a general inspection of the structure or premises to be made; provided, however, that in the case of a double house or two (2) family house which has all of the separate units occupied by tenants in common, joint tenants, or other co-owners, the Commissioner shall not cause a general interior inspection of the structure other than upon request, complaint or under emergency situations. And further provided that, in situations where one (1) unit of such double house or two (2) family house is owner-occupied, with the remaining unit occupied by those persons identified by Section 1341.15(b) and (c), the Commissioner shall not cause a general interior inspection other than upon request, complaint or under emergency situations.

(b) If a building or other structure is found in compliance with the provisions of this Housing Code, and all other laws, ordinances, rules and regulations applicable thereto, the Building Commissioner shall issue a certificate of occupancy for such building or structure, which shall contain the following information:

- (1) The street address or other identifying characteristics of the building or other structure.
- (2) The name, address, telephone number, and email address of the owner and, if the owner does not reside on the premises, the name, address, telephone number, and email address of the resident agent in charge of the building or structure, and the name, address, telephone number, and email address of the nonresident agent, if any.

(3) The exact nature and extent of the use or occupancy authorized.

(4) The period for which such certificate of occupancy is issued.

(5) The lead-safe certification status, if applicable

Such certificate shall not be valid beyond December 31 of the calendar year in which the certificate is issued.

(c) The Building Commissioner shall have the power to revoke a certificate of occupancy if any false statement is made by the applicant in connection with the issuance of such certificate; for noncompliance of a structure or its use with the requirements of the Housing Code; if the owner, agent or person in charge of a structure refuses to comply with any applicable provisions of this Housing Code; or if the structure is being maintained or

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used in such a manner as to constitute a public nuisance. In the event the Building Commissioner determines to revoke a certificate of occupancy for the reason that the structure is being maintained in such a manner as to constitute a public nuisance, the owner of said structure shall have the right to appeal the revocation to the Nuisance Abatement Board of Appeals pursuant to Section 553.08 of the Codified Ordinances and the Notice of Revocation shall advise the owner of the right of appeal.

(d) An owner of a residential rental unit shall give notification of a change in the name, address, telephone number, and/or email address of a corporation, partnership or person listed on a certificate of occupancy to the Building Commissioner within fourteen (14) days after the change occurs. If the owner fails to give written notification as required in this section, the Building Commissioner may revoke the certificate of occupancy until the owner provides in writing the changed name, address, telephone number, and/or email address.

In addition to revocation of the certificate of rental registration, whoever violates this division (e) shall be fined not more than two hundred dollars (\$200.00). Each three (3) month period during which the violation continues is a separate offense.

(f) Notwithstanding any other provisions of this Chapter, no certificate of occupancy shall be issued by the Building Commissioner for any structure used or intended to be used for residential occupancy located on a parcel which:

(1) Has a certified delinquent property tax balance or other unpaid liens that appear on the Cuyahoga County Real Property Tax duplicate unless the property owner, agent, or person in charge of such structure provides documentation of being on a Delinquent Payment Plan in good standing with the Cuyahoga County Treasury; or

(2) Has an unpaid balance for nuisance abatement costs imposed by the City pursuant to Subsection 553.10(e) that has not been placed on the Cuyahoga County Real Property Tax duplicate.

If such structure as described above is determined by the Building Commissioner to be occupied by a tenant, the Building Commissioner shall provide notice to such tenant of the rejection of application for the issuance or renewal of a certificate of occupancy. Notice shall be by mail, hand delivery, or posting on the structure. Notwithstanding the requirement of notice provided herein, failure of the Building Commissioner to notify a tenant shall not preclude the enforcement of any provision of this Chapter.

1347.04 FAILURE TO APPLY FOR CERTIFICATE; RENEWALS.

(a) The owner of a dwelling structure which subsequently is completed and becomes available for occupancy shall apply for such certificate as soon as practicable, but in no event shall the structure be occupied in whole or in part until such certificate of occupancy has been issued. Failure to so apply shall be deemed to be a violation of this Housing Code and shall subject the owner of the structure to the legal action and penalty prescribed herein.

(b) For each twelve (12) month period beginning January 1, 1995, and for each year thereafter, the owner of a dwelling structure requiring a certificate of occupancy shall

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apply for such certificate on or before December 15 of the year immediately preceding the year in which the certificate is to be issued.

1347.05 POSTING AND AVAILABILITY OF CERTIFICATE.

(a) The owner, agent or person in charge of every multiple dwelling structure shall cause a certificate of occupancy to be posted conspicuously at all times at the main entrance of such structure. The certificate shall be provided with a protective covering and shall be securely affixed to the wall.

(b) The owner or owner's agent of a dwelling structure, other than a multiple dwelling structure, requiring a certificate of occupancy, shall have such certificate available on the licensed premises, or otherwise readily available, for exhibition to the Building Commissioner or other authorized City personnel.

1347.06 FEES FOR ORIGINAL CERTIFICATE.

(a) An application for a certificate of occupancy for any residential property in the City shall be accompanied by a fee of two hundred dollars (\$200.00) for the first dwelling unit in a building plus fifty dollars (\$50.00) for the second dwelling unit in the building and twenty-five dollars (\$25.00) for each additional dwelling unit in the building. The fee for a newly-rented residential property issued after June 30 of any year for the remainder of the calendar year shall be one hundred dollars (\$100.00) for the first dwelling unit in a building, twenty-five dollars (\$25.00) for the second dwelling unit in the building and twelve dollars and fifty cents (\$12.50) for each additional unit in the building. The fee for any one building shall not exceed the sum of one thousand two hundred twenty-five dollars (\$1,225.00) per year. All fees for certificates of occupancy shall be nonrefundable.

(Ord. 201-2013. Passed 12-16-13.)

(b) Any renewal application received after January 1 of any year shall incur a late fee of twenty-five dollars (\$25.00) per month for each month or portion thereof that the application and/or fee is delinquent.

1347.07 CHANGES; NEW CERTIFICATE OF OCCUPANCY; FEES.

(a) If there is a change in the resident agent or nonresident agent as shown by the certificate of occupancy, the owner shall notify the Building Commissioner in writing within thirty (30) days of such change, giving the name and address of the new resident agent or nonresident agent. Failure to notify the Building Commissioner within the specified time shall constitute a violation of this Housing Code.

(b) If there is a change in ownership of record, the certificate of occupancy issued under the provisions of this Housing Code to the former owner shall become null and void within thirty (30) days of the recorded date of such change of ownership, and a new certificate of occupancy must be obtained by the new owner. Application for such new certificate of occupancy shall be made not more than thirty (30) days after such change of ownership

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has occurred, on forms supplied by the Building Commissioner. A fee of fifty dollars (\$50.00) shall be paid upon application for each new certificate. A new certificate shall expire on the same date as that of the certificate which it replaces.

(c) Any change in the nature or extent of the use or occupancy as specified on the certificate of occupancy shall render the certificate of occupancy null and void upon the happening of such change. No such change is permissible under this Housing Code unless such change has been approved by the proper City authorities pursuant to this Housing Code, and unless a new certificate of occupancy, incorporating such change, has been issued. Any such change, without the approval of the proper City authorities, will subject the owner, operator or agent to the penalty provided in Section 1345.99.

(d) A fee of two dollars (\$2.00) shall be paid upon application for each such new certificate. If such change involves the addition of any dwelling units to the number of dwelling units previously authorized, an additional five dollars (\$5.00) shall be charged for each such additional dwelling unit, regardless of the date authorized. Such new certificate shall expire on the same date as that of the certificate which it replaces.

1347.08 LEAD-SAFE CERTIFICATION REQUIRED FOR RESIDENTIAL RENTAL UNITS BUILT BEFORE JANUARY 1, 1978

(a) *Presumption and Policy.* Any residential rental unit originally constructed prior to January 1, 1978 is presumed to have lead-based paint. It is the policy of the City to help prevent the poisoning of children by requiring that the presence of deteriorated lead-based paint on the interior and exterior of residential rental structures built before January 1, 1978 be identified and be correctly addressed by reducing and controlling lead-based paint hazards which may be present, in order to prevent human exposure to these hazards. Therefore, it is the further policy of the City to require all residential rental units in the City constructed prior to January 1, 1978 to have lead-safe certification no later than July 1, 2024.

(b) *Lead-Safe Certification.* Beginning July 1, 2023, all residential rental units constructed before January 1, 1978 shall have lead-safe certification from the Building Commissioner according to a schedule established by the Building Commissioner, but in no case later than July 1, 2024.

A lead-safe certification is valid for two (2) years from the date of issuance. No earlier than thirty (30) days prior to expiration, an owner shall re-apply for a lead-safe certification by providing the necessary documentation as set forth in this section.

(1) To obtain a lead-safe certification, an owner of a residential rental unit constructed prior to January 1, 1978 shall provide to the Building Commissioner a copy of a clearance examination report or lead risk assessment, completed pursuant to applicable Ohio laws and rules, within ninety (90) days prior to the date of submission evidencing that lead hazards were not identified in the unit.

(2) For a structure constructed prior to January 1, 1978 that contains five (5) or more residential rental units to obtain a lead-safe certification, an owner shall provide to the

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Building Commissioner a copy of a report, completed pursuant to applicable law within ninety (90) days prior to the date of submission, that lead hazards were not identified in the minimum number of units tested relative to the total number of units in the structure, according to Federal HUD Guidelines, 2012 edition, as may be amended from time to time.

(c) *Exemption.* To be exempt from the lead-safe certification requirement set forth in this section, the owner of a residential rental unit originally constructed prior to January 1, 1978 shall submit a copy of a comprehensive lead risk assessment and paint inspection report, issued by a lead risk assessor verifying that the unit has been abated of lead hazards in accordance with 40 CFR 745.227 and applicable state law. The report shall have been completed within twenty (20) years prior to the date of submission to the Building Commissioner.

1347.09 INTERNAL REVIEW

The Building Commissioner, through a designated Lead-Safe Auditor, shall monitor the City lead-safe certification process to ensure efficiency and effectiveness. The Lead-Safe Auditor shall perform such other tasks as required by the Building Commissioner, including maintaining a list of certified inspectors and contractors and coordinating regular monitoring and reporting with the Lead-Safe Advisory Board and other appropriate entities.

1347.10 IMPACT OF LEAD-SAFE CERTIFICATION REQUIREMENT

Within one (1) year after implementation and yearly thereafter, the City shall review the impacts of the lead-safe certification requirement to determine if tenants have been unduly displaced and to identify any other negative unintended consequences that may have occurred due to implementation of the lead-safe certification requirement. If negative impacts are occurring or have occurred, the City will re-evaluate the program and work toward eliminating any negative impacts.

1347.11 LEAD-SAFE ADVISORY BOARD; RESPONSIBILITIES

(a) There is hereby established a Lead-Safe Advisory Board to consist of seven (7) members: the Mayor or their designee, and a member of Council appointed by Council (Ex Officio Members); and five (5) members appointed by the Mayor with approval of Council (Appointed Members). Of the Appointed Members, at least one (1) shall be a Tenant of a Residential Rental Unit within the City, and at least one (1) shall be a Landlord of a Residential Rental Unit within the City. Of the original Appointed Members, two (2) shall be appointed for terms of two (2) years and three (3) shall be appointed for terms of three (3) years. Thereafter, the terms shall be four (4) years. None of the Appointed Members shall be current employees of the City. The Lead-Safe Advisory Board shall meet as often as a majority of its members deems necessary, but at least quarterly in each calendar year. The Board shall establish its own rules.

(b) The responsibilities of the Lead-Safe Advisory Board shall be as follows: to provide recommendations for improvements to the City's lead-safe policies and procedures; to report, on a quarterly basis, progress and status of the City's Lead-

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Safe Certification requirement and other lead poisoning prevention related efforts to the Council.

1347.12 RECORDS KEPT BY DEPARTMENT

Copies of all applications, certificates of occupancy, and documents submitted for lead-safe certification are a public record and shall be kept on file by the Building Commissioner as required by applicable law.

1347.13 INSPECTIONS; RIGHT OF ENTRY

(a) All residential rental units shall be subject to inspection for the purpose of determining compliance with the provisions of this Housing Code, Chapter 521, and all other applicable laws, ordinances, rules and regulations. Inspections shall be conducted in accordance with the residential rental unit inspection schedule established by the Building Commissioner, or as may be necessary in the Building Commissioner's discretion pursuant to specific complaint received under this Code.

(b) The Building Commissioner and the Building Commissioner's duly authorized agents or inspectors may enter at reasonable times any residential rental unit registered under this Chapter in accordance with the right of entry defined in Chapter 1345.